



**AGENDA
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS**

Pat Bryson Municipal Hall
201 North Brushy Street ~ Leander, Texas

Thursday ~ February 18, 2016 at 7:00 PM



Mayor – Christopher Fielder
Place 1 – Andrea Navarrette (Mayor Pro Tem)
Place 2 – Michelle Stephenson
Place 3 – Shanan Shepherd

Place 4 – Ron Abruzzese
Place 5 – Jeff Seiler
Place 6 – Troy Hill
City Manager – Kent Cagle

1. Open meeting, Invocation, Pledges of Allegiance
2. Roll Call
3. Staff Comments:
4. Citizen Comments: Three (3) minutes allowed per speaker
Please turn in speaker request form before the meeting begins
5. Receive Annual Financial Report for Year Ending September 30, 2015

CONSENT AGENDA: ACTION

6. Approval of the minutes: February 4, 2016
7. Site Use Permit Agreement with Austin Community College for Liberty Fest
8. License Agreement with Capital Metro for Liberty Fest Fireworks
9. Submission of Racial (Biased Based) Profiling Report for Calendar Year 2015
10. Receive Quarterly Investment Report
11. Dedication and Acceptance of Subdivision Infrastructure Improvements for Northside Meadow Phase 4
12. Dedication and Acceptance of Subdivision Infrastructure Improvements for Northside Meadow Phase 3
13. Dedication and Acceptance of Subdivision Infrastructure Improvements for Hazlewood Phase 4A
14. Dedication and Acceptance of Subdivision Infrastructure Improvements for Carneros Ranch Section 3
15. Dedication and Acceptance of Subdivision Infrastructure Improvements for Bluffs at Crystal Falls 3, Phase 3G

PUBLIC HEARING: ACTION

16. **Public Hearing:** on Zoning Case 15-Z-018: Consider a zoning change for several parcels of land located east of the eastern terminus of E. San Gabriel Parkway at the intersection with CR 270, on the east of CR 270, for 230 acres, more or less, from interim zoning SFR-1-B, Single Family Rural to PUD, Planned Unit Development with the following base zoning district of SFC-2-A, Single Family Compact, SFU-2-A, Single Family Urban, SFS-2-A, Single Family Suburban, and MF-2-A, Multi-Family, Leander, Williamson County, Texas
Applicant: Blake Magee on behalf of Ernest Lloyd and Nancy Toungate, and Mark and Laura Toungate
- Action:** on Zoning Case 15-Z-018: amending Ordinance 05-018, the Composite Zoning Ordinance for several parcels of land located east of the eastern terminus of E. San Gabriel Parkway at the intersection with CR 270, on the east of CR 270, for 230 acres, more or less from interim zoning SFR-1-B, Single Family Rural to PUD, Planned Unit Development with the following base zoning district of SFC-2-A, Single Family Compact, SFU-2-A, Single Family Urban, SFS-2-A, Single Family Suburban, and MF-2-A, Multi-Family, Leander, Williamson County, Texas
17. **Public Hearing** on Zoning Case 15-Z-036: Consider a zoning change for two lots generally located 750 feet to the west of the intersection of E. Crystal Falls Parkway and Ronald Reagan Blvd, for 9.736 acres, more or less, from interim zoning SFR-1-B, Single Family Rural and interim zoning SFS-2-B, Single Family Suburban to GC-3-C, General Commercial, Leander, Williamson County, Texas
Applicant: City of Leander on behalf of Anderson, Dorothy Jean Stephenson
- Action:** on Zoning Case 15-Z-036: amending Ordinance 05-018, the Composite Zoning Ordinance for two lots generally located 750 feet to the west of the intersection of E. Crystal Falls Parkway and Ronald Reagan Blvd. for 9.736 acres, more or less, from interim zoning SFR-1-B, Single Family Rural and interim zoning SFS-2-B, Single Family Suburban to GC-3-C, General Commercial, Leander, Williamson County, Texas
18. **Public Hearing** on Zoning Case 16-Z-001: Consider a zoning change for a lot located at 1109 Leander Drive for 3.526 acres, more or less, from HC-4-D, Heavy Commercial to HC-5-D, Heavy Commercial, Leander, Williamson County, Texas
Applicant: Ron Jordan on behalf of Dennis Industries, LLC
- Action:** on Zoning Case 16-Z-001: amending Ordinance 05-018, the Composite Zoning Ordinance for a lot located at 1109 Leander Drive for 3.526 acres, more or less, from HC-4-D, Heavy Commercial to HC-5-D, Heavy Commercial, Leander, Williamson County, Texas

REGULAR AGENDA

19. Street Vacate Case 15-SV-004: Consider vacation of a portion of an alley ROW located perpendicular to Broade Street and parallel to East Street and Gabriel Street; located in Block 11 of the Original Plat of Leander; Leander, Williamson County, Texas
20. Consider a Resolution Agreement to solicit grant funding from the Criminal Justice Division (CID) of the Governor's Office for the Leander Police Department Crime Scene Equipment Project
21. Consider an Ordinance calling and establishing procedures for the May 7, 2016 General Election
22. Consider an Ordinance calling a Bond Election
23. Consider Interlocal Agreement Between the City of Georgetown, Texas, and the City of Leander, Texas, for Financial Participation in a Flood Protection Planning Study of the North and South Forks of the San Gabriel River

24. Water Supply Update

25. Council Member Closing Statements

EXECUTIVE SESSION

26. Convene into executive session pursuant to Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct and pursuant to Section 551.072, Texas Government Code, to:

- a. Consult with legal counsel regarding Cause No. 15-0088- C277, Premas Global Leander I v. City of Leander, et al., In the 277th Judicial District Court of Williamson County, Texas
- b. Consult with legal counsel regarding legal issues related to annexation
- c. Deliberate the acquisition and value of real property to consider Settlement Agreement for the acquisition of 2.658 acres of right-of-way from Ronald L. Russell and Linda C. Russell for the Bagdad Road North Roadway Improvements Project.

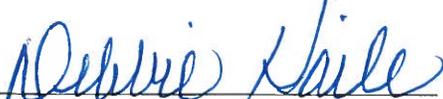
27. Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding:

- a. Cause No. 15-0088-C277, Premas Global Leander I v. City of Leander, et al., In the 277th Judicial District Court of Williamson County, Texas
- b. Annexation
- c. Consider Settlement Agreement for the acquisition of 2.568 acres of Right-of-Way from Ronald L. Russell and Linda C. Russell for the Bagdad Road North Roadway Improvements Project in the amount of \$780,000.00

28. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves The right to adjourn into executive session on any of the above posted agenda items in accordance with the sections 551.071 [litigation and certain Consultation with attorney]. 551.072 [acquisition of interest in real property], 551.073 [contract for gift to city], 551.074 [certain personnel deliberations Or 551.076 [deployment/implementation of security personnel or devices]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary at (512) 528-2743 for information. Hearing impaired or speech disabled persons equipped with telecommunication devices for the deaf may call (512) 528-2800. I certify that the above agenda for this meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall in Leander, Texas on the 12th day of February, 2016 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.


Debbie Haile, TRMC, City Secretary



Executive Summary

February 18, 2016

Council Agenda Subject: Receive Annual Financial Report for Year Ending September 30, 2015.

Background: The City's auditor, Pattillo, Brown & Hill, LLP, has completed the annual audit for fiscal year ending September 30, 2015 and will be present to review the report with City Council.

Origination: Robert G. Powers, Finance Director

Financial Consideration: N.A.

Recommendation: Motion to Accept Annual Financial Report for Year Ending September 30, 2015.

Attachments: Annual Financial Report

Prepared by: Robert G. Powers, Finance Director



City of
Leander

State of Texas

ANNUAL FINANCIAL REPORT
YEAR ENDED SEPTEMBER 30, 2015

CITY OF LEANDER, TEXAS

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CITY OF LEANDER, TEXAS

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FINANCIAL SECTION

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P A T T I L L O , B R O W N & H I L L , L . L . P .
CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor
and City Council of the
City of Leander, Texas

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Leander, Texas, as of and for the year ended September 30, 2015, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the Brushy Creek Regional Utility Authority, which represent 2.5 percent, 4 percent, and 23.3 percent, respectively, of the assets, net position, and expenses of the Utility Fund, and 2.5 percent, 4 percent, and 21.7 percent, respectively, of the assets, net position, and expenses of the business-type activities. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for Brushy Creek Regional Utility Authority, is based solely on the report of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, based on our audit and the report of other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Leander, Texas, as of September 30, 2015, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Change in Accounting Principle

As discussed in Note I to the financial statements, in 2015 the City adopted new accounting guidance, Governmental Accounting Standards (GASB) Statement No. 68, *Accounting and Financial Reporting for Pensions—an amendment of GASB Statement No. 27* and Governmental Accounting Standards (GASB) Statement No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date—an amendment of GASB Statement No. 68*. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, schedule of changes in net pension liability and related ratios, and the schedule of contributions on pages 4 – 12 and 63 – 66 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We and other auditors have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Leander, Texas' basic financial statements. The combining nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining nonmajor fund financial statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America by us and other auditors. In our opinion, based on our audit, the procedures performed as described above, and the report of the other auditors, the combining nonmajor fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 12, 2016, on our consideration of the City of Leander, Texas' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Leander, Texas' internal control over financial reporting and compliance.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
February 12, 2016

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**MANAGEMENT'S
DISCUSSION AND ANALYSIS**

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MANAGEMENT'S DISCUSSION AND ANALYSIS

As Management of the City of Leander, we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended September 30, 2015. It should be read in conjunction with the accompanying basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets and deferred inflows of the City exceeded its liabilities and deferred outflows at the close of the fiscal year ended September 30, 2015, by \$214,165,419 (net position). Of this amount, \$48,791,654 (unrestricted net position) may be used to meet the government's ongoing obligations to citizens and creditors.
- The City's total net position increased by \$44,521,982 for the year ended September 30, 2015. Most of this increase is due to increased capital contributions from developers.
- As of September 30, 2015, the City's governmental funds reported combined ending fund balances of \$35,459,556, an increase of \$23,267,854 in comparison with the prior fiscal year due to the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2015 in the amount of \$24,040,000.
- At the end of the current fiscal year, unassigned fund balance for the General Fund was \$7,261,050 or 31.71% of total General Fund expenditures.
- As of the close of the current fiscal year, the City's proprietary funds reported combined ending net position of \$107,441,991 an increase of \$17,344,469 in comparison with the prior year. Most of the increase is attributable to an increase in capital contributions from impact fees and developers.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis serves as an introduction to the City's basic financial statements. The City's basic financial statements are comprised of three components: government-wide financial statements, fund financial statements, and notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The Statement of Net position presents information on all of the City's assets and deferred outflows and liabilities and deferred inflows, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The Statement of Activities presents information showing how the City's net position changed during the fiscal year. All of the current year's revenues and expenses are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows.

Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both the government-wide financial statements distinguish functions of the City of Leander that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City of Leander include general government, public safety, public works and streets, and parks and recreation. The business-type activities of the City of Leander include water and wastewater services and the City's public golf course.

The government wide financial statements can be found on pages 13 – 15 of this report.

Fund Financial Statements

The fund financial statements provide detailed information about the most significant funds – not the City as a whole. Some funds are required to be established by state law and by bond covenants. However, the City establishes many other funds to help it control and manage money for particular purposes or to show that it is meeting legal responsibilities for using certain taxes, grants and other money. The City's two kinds of funds – governmental and proprietary – use different accounting approaches.

- **Governmental funds** – Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus on governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City of Leander has three major governmental funds – General Fund, Debt Service Fund and Capital Projects Fund. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures and changes in fund balances for each of these major funds. The City also has several nonmajor Special Revenue Funds.

The City adopts an annual appropriated budget for its General Fund. A budgetary comparison statement has been provided for the General Fund to demonstrate compliance with this budget on page 63.

- **Proprietary funds** – The City maintains two Enterprise Funds, which are proprietary fund types. Enterprise Funds are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City of Leander uses Enterprise Funds to account for its water and wastewater services and the City’s public golf course.

The City’s fund financial statements can be found on pages 16 – 26 of this report.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found immediately following the basic financial statements on pages 27 – 62 of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government’s financial position. In the case of the City of Leander, assets and deferred outflows exceeded liabilities and deferred inflows by \$214,165,419 at the close of the most recent fiscal year.

The largest portion of the City’s net position (74.16%) reflects its investment in capital assets (e.g. land, buildings, equipment, infrastructure and system improvements) less any related debt used to acquire those assets that are still outstanding. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City’s investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

CITY OF LEANDER’S NET POSITION

	Governmental Activities		Business-type Activities		Totals	
	2015	2014	2015	2014	2015	2014
Current and other asset \$	40,283,641	\$ 15,091,304	\$ 26,882,641	\$ 19,461,534	\$ 67,166,282	\$ 34,552,838
Capital assets	<u>146,682,395</u>	<u>118,191,845</u>	<u>146,771,057</u>	<u>137,697,740</u>	<u>293,453,452</u>	<u>255,889,585</u>
Total assets	<u>186,966,036</u>	<u>133,283,149</u>	<u>173,653,698</u>	<u>157,159,274</u>	<u>360,619,734</u>	<u>290,442,423</u>
Deferred outflows of resources	<u>3,148,948</u>	<u>2,197,263</u>	<u>898,441</u>	<u>808,193</u>	<u>4,047,389</u>	<u>3,005,456</u>
Long-term liabilities	74,097,624	46,964,784	63,789,755	65,316,584	137,887,379	112,281,368
Other liabilities	<u>9,293,932</u>	<u>6,817,201</u>	<u>3,320,393</u>	<u>2,792,844</u>	<u>12,614,325</u>	<u>9,610,045</u>
Total liabilities	<u>83,391,556</u>	<u>53,781,985</u>	<u>67,110,148</u>	<u>68,109,428</u>	<u>150,501,704</u>	<u>121,891,413</u>
Net position:						
Net investment in capital assets	75,165,140	70,405,900	83,664,281	72,182,492	158,829,421	142,588,392
Restricted	2,730,185	2,478,503	3,814,159	2,023,278	6,544,344	4,501,781
Unrestricted	<u>28,828,103</u>	<u>8,814,024</u>	<u>19,963,551</u>	<u>15,652,269</u>	<u>48,791,654</u>	<u>24,466,293</u>
Total net position \$	<u>106,723,428</u>	<u>81,698,427</u>	<u>107,441,991</u>	<u>89,858,039</u>	<u>214,165,419</u>	<u>171,556,466</u>

An additional portion of the City of Leander's net position (3.06%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of *unrestricted net position*, \$48,791,654, may be used to meet the City's ongoing obligations to citizens and creditors.

At the end of the current fiscal year, the City of Leander is able to report positive balances in all four categories of net position for the government as a whole.

The City's net position increased by \$44,521,982 during the current fiscal year. Almost all of this increase is due to increased capital contributions from developers.

CITY OF LEANDER'S CHANGES IN NET POSITION

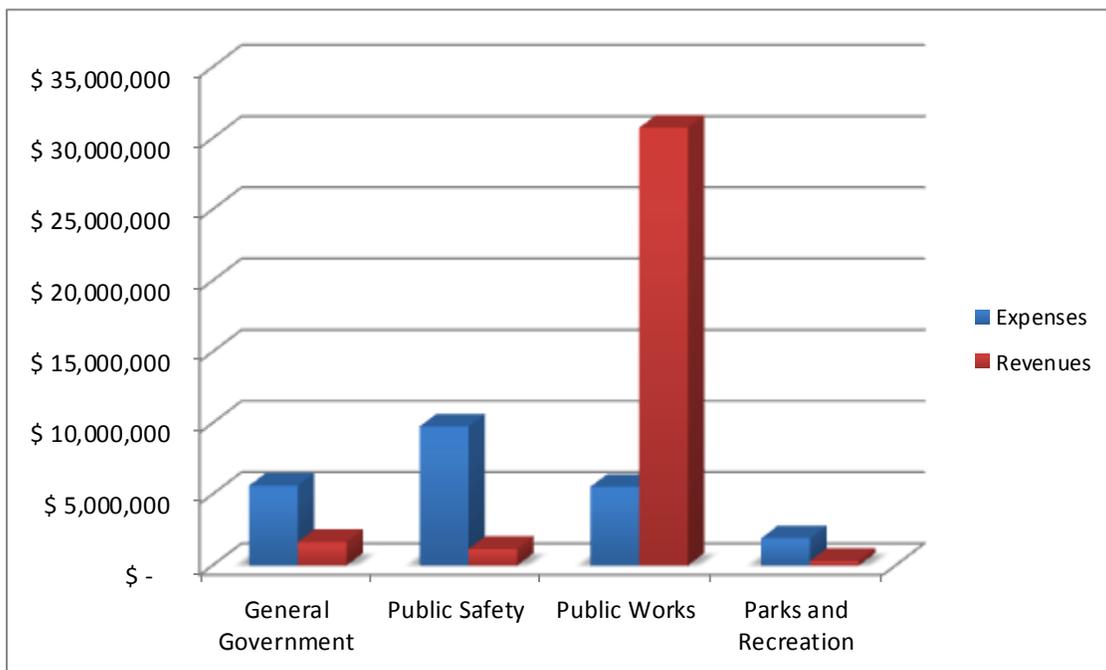
	Governmental Activities		Business-type Activities		Totals	
	2015	2014	2015	2014	2015	2014
Revenues:						
Program revenues:						
Charges for services	\$ 9,120,578	\$ 8,705,342	\$ 20,529,669	\$ 19,398,358	\$ 29,650,247	\$ 28,103,700
Operating grants and contributions	406,539	250,483	-	-	406,539	250,483
Capital contributions	22,994,334	24,919,776	17,677,158	20,513,967	40,671,492	45,433,743
General revenues:						
Property taxes	16,417,155	14,051,596	-	-	16,417,155	14,051,596
Other taxes	5,284,487	4,447,294	-	-	5,284,487	4,447,294
Investment earnings	(9,966)	31,219	26,407	28,838	16,441	60,057
Other income	202,676	89,086	250,500	-	453,176	89,086
Total revenues	<u>54,415,803</u>	<u>52,494,796</u>	<u>38,483,734</u>	<u>39,941,163</u>	<u>92,899,537</u>	<u>92,435,959</u>
Expenses:						
General government	6,652,020	5,604,655	-	-	6,652,020	5,604,655
Public safety	10,859,060	9,765,484	-	-	10,859,060	9,765,484
Public works	5,997,440	5,528,657	-	-	5,997,440	5,528,657
Parks and recreation	2,173,112	1,909,440	-	-	2,173,112	1,909,440
Interest on long-term debt	2,652,214	1,980,197	-	-	2,652,214	1,980,197
Utility services	-	-	18,636,171	17,895,837	18,636,171	17,895,837
Golf course	-	-	1,407,538	1,393,780	1,407,538	1,393,780
Total expenses	<u>28,333,846</u>	<u>24,788,433</u>	<u>20,043,709</u>	<u>19,289,617</u>	<u>48,377,555</u>	<u>44,078,050</u>
Increases in net position						
before transfers	26,081,957	27,706,363	18,440,025	20,651,546	44,521,982	48,357,909
Transfers	<u>1,095,556</u>	<u>1,107,800</u>	<u>(1,095,556)</u>	<u>(1,107,800)</u>	<u>-</u>	<u>-</u>
Change in net position	27,177,513	28,814,163	17,344,469	19,543,746	44,521,982	48,357,909
Net position, beginning	<u>81,698,427</u>	<u>53,304,299</u>	<u>89,858,039</u>	<u>70,850,835</u>	<u>171,556,466</u>	<u>124,155,134</u>
Prior period adjustment	<u>(2,152,512)</u>	<u>(420,035)</u>	<u>239,483</u>	<u>(536,542)</u>	<u>(1,913,029)</u>	<u>(956,577)</u>
Net position, ending	<u>\$ 106,723,428</u>	<u>\$ 81,698,427</u>	<u>\$ 107,441,991</u>	<u>\$ 89,858,039</u>	<u>\$ 214,165,419</u>	<u>\$ 171,556,466</u>

Governmental Activities

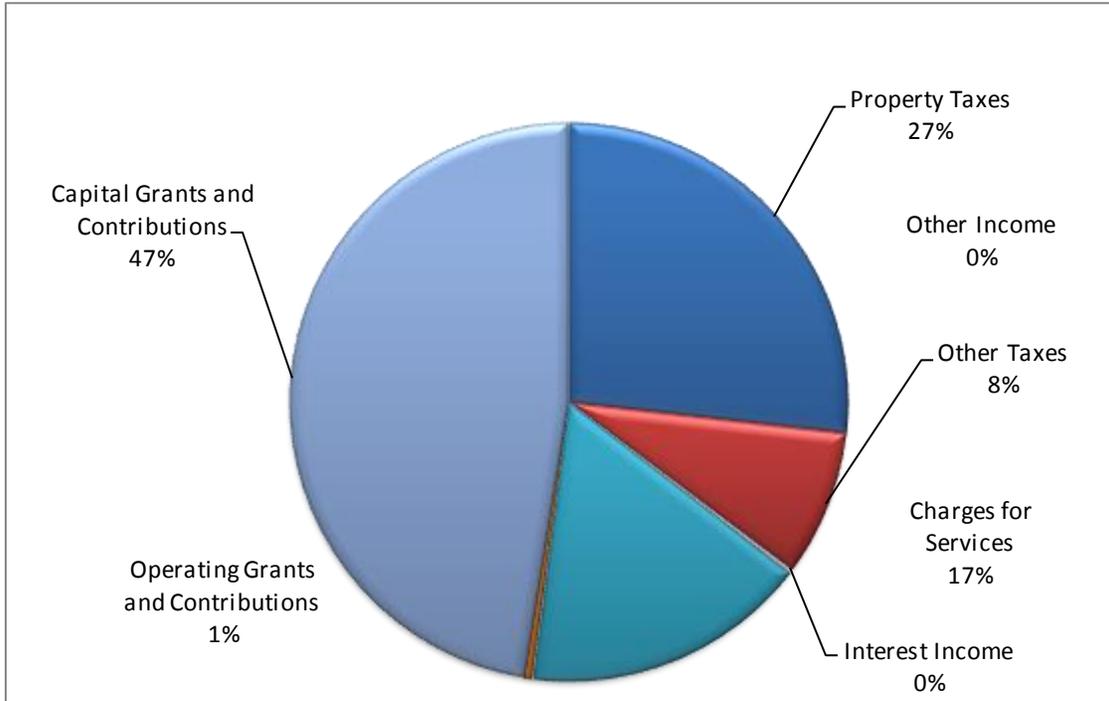
Governmental activities increased the City of Leander's net position by \$27,177,513. Key elements of this increase are as follows:

- Capital grants and contributions provided 42.26% of the City's governmental revenues. These include streets and drainage infrastructure contributed by developers and capital grants.
- Tax revenues (property, sales, franchise) provided 39.88% of the City's governmental revenues. Tax revenues increased by \$3,202,752 or 17.31% over 2014.

Expenses and Program Revenues – Governmental Activities



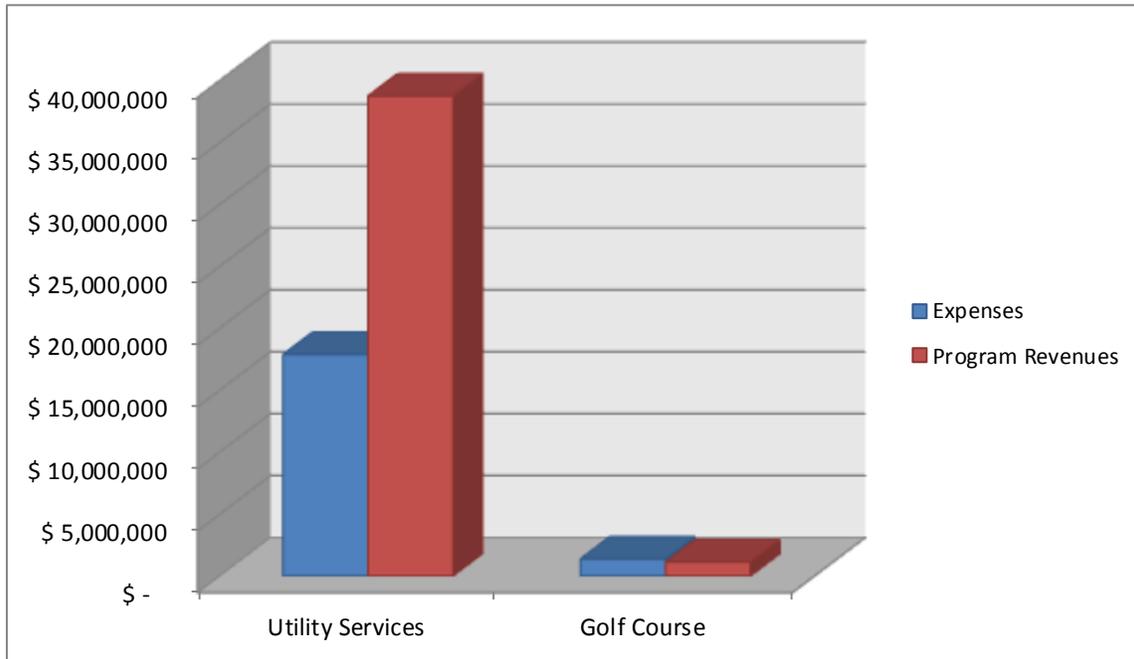
Revenues by Source – Governmental Activities



Business-type Activities

Business-type activities increased the City of Leander's net position by \$17,344,469. Key elements of this decrease are as follows.

- Capital grants and contributions provided 45.93% of the City's business-type revenues. This includes water and wastewater infrastructure contributed by developers as well as water and wastewater impact fees.
- Water and sewer rates did not increase in 2015. However, future rates are sensitive to future growth rates.



FINANCIAL ANALYSIS OF THE CITY'S FUNDS

As noted earlier, the City of Leander uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus on the City of Leander's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

At the end of the current fiscal year, the City's governmental funds reported a combined fund balance of \$35,459,556 an increase of \$23,267,854 in comparison of the prior year. Most of the increase is attributable to an increase in building and development-related fees, and sales tax revenue, partially offset by an increase in capital outlay expenditures in the current year.

The General Fund is the chief operating fund of the City of Leander. At the end of the current fiscal year, unassigned fund balance was \$7,261,050. As a measure of the General Fund's liquidity, it may be useful to compare both the unassigned fund balance and total fund balance to total fund expenditures. Unassigned and total fund balance represents 31.71% and 45.04%, respectively, of General Fund expenditures.

The fund balance of the City of Leander's General Fund increased \$328,919 during the current fiscal year. The key factor in this increase was better than budget performance across the board for revenues and expenditures in most departments.

The Debt Service Fund experienced an increase in fund balance of \$491,713 during 2015, representing an increase in fund balance of 57.96% from 2014.

The Capital Projects Fund experienced an increase in fund balance of \$22,275,264 during 2015, primarily due to the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2015 in the amount of \$24,040,000.

Proprietary Funds

The City of Leander's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position of the Utility Fund at the end of the year amounted to \$20,167,987. Unrestricted net position of the Golf Course Fund at the end of the year amounted to a deficit of \$204,436. The Utility Fund experienced an increase in net position of \$17,390,381 during 2015, representing an increase in net position of 20.01% from 2014. The Golf Course Fund experienced a decrease in net position of \$45,912 during 2015, representing a decrease in net position of 1.64% from 2014, due to depreciation expense.

General Fund Budgetary Highlights

Actual revenues were greater than budgeted revenues by \$2,582,584. This is mostly attributable to the increase in building and development-related fees and sales tax revenues over projections. Actual expenditures were below final budgeted expenditures by \$949,529, mainly due to less actual capital expenditures than budgeted.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

The City of Leander's investment in capital assets for its governmental and business-type activities as of September 30, 2015, amounts to \$293,453,452 (net of accumulated depreciation). This investment in capital assets includes land, buildings and improvements, infrastructure and system improvements (including streets and drainage infrastructure) and machinery and equipment.

CITY OF LEANDER'S CAPITAL ASSETS

	Governmental Activities		Business-type Activities		Totals	
	2015	2014	2015	2014	2015	2014
Land	\$ 4,477,512	\$ 1,972,490	\$ 2,331,833	\$ 2,331,833	\$ 6,809,345	\$ 4,304,323
Construction in progress	10,229,194	20,623,222	6,739,127	5,571,758	16,968,321	26,194,980
Buildings and improvements	18,896,394	18,871,651	1,375,034	1,350,034	20,271,428	20,221,685
Machinery and equipment	10,649,899	8,913,441	1,786,100	1,753,250	12,435,999	10,666,691
Infrastructure and system	129,508,167	90,742,680	160,177,975	149,122,394	289,686,142	239,865,074
Less: accumulated depreciatic	(27,078,771)	(22,931,639)	(25,639,012)	(22,431,529)	(52,717,783)	(45,363,168)
Total capital assets	\$ 146,682,395	\$ 118,191,845	\$ 146,771,057	\$ 137,697,740	\$ 293,453,452	\$ 255,889,585

Additional information regarding the City's capital assets can be found in Note II B on pages 40 – 41 of this report.

Long-term Debt

At the end of the current fiscal year, the City of Leander has total general obligation debt outstanding of \$66,880,000 and a note payable of \$406,854, which the City expects to retire through the Debt Service Fund. The City has long-term bonded debt outstanding of \$52,855,604 (including bond premiums) and a note payable of \$10,139,738 at September 30, 2015, in the Utility Fund.

Additional information on the City of Leander's long-term debt can be found in Note II D on pages 42 – 47 of this report.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

- The City adopted a tax rate of \$0.63292 (\$0.40364 for maintenance and operations and \$0.22928 for interest and sinking) for fiscal year 2016.
- The average number of water accounts increased by 785 to 12,284 in 2015 from 11,499 in 2014, an increase of 6.83%. This trend in growth is expected to continue.
- In 2015, the City approved thirty-nine (39) final plats which included 1,919 single-family lots.

REQUESTS FOR INFORMATION

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the City's finances and to show the City's accountability for the money it receives. If you have questions about this report or need additional financial information, contact Robert Powers, Finance Director, City of Leander, P. O. Box 319, Leander, Texas 78646-0319.

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**BASIC
FINANCIAL STATEMENTS**

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CITY OF LEANDER, TEXAS
STATEMENT OF NET POSITION
SEPTEMBER 30, 2015

	Governmental Activities	Business-type Activities	Total
ASSETS			
Cash and investments	\$ 37,199,166	\$ 5,155,202	\$ 42,354,368
Receivables (net of allowance)			
Taxes	1,195,658	-	1,195,658
Accounts	644,329	3,230,084	3,874,413
Due from other governments	2,208,234	97,442	2,305,676
Internal balances	(999,397)	999,397	-
Inventory	-	38,345	38,345
Prepaid items	35,651	-	35,651
Restricted cash and investments	-	13,065,488	13,065,488
Investment in joint venture	-	4,296,683	4,296,683
Capital assets:			
Non-depreciable	14,706,706	9,070,960	23,777,666
Depreciable	<u>131,975,689</u>	<u>137,700,097</u>	<u>269,675,786</u>
Total assets	<u>186,966,036</u>	<u>173,653,698</u>	<u>360,619,734</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred outflow related to pensions	1,074,917	189,989	1,264,906
Deferred charge on refunding	<u>2,074,031</u>	<u>708,452</u>	<u>2,782,483</u>
Total deferred outflows of resources	<u>3,148,948</u>	<u>898,441</u>	<u>4,047,389</u>
LIABILITIES			
Accounts payable	1,901,702	1,066,979	2,968,681
Accrued liabilities	1,217,318	533,154	1,750,472
Customer deposits	4,227	1,454,746	1,458,973
Deposits in escrow	2,086,443	265,514	2,351,957
Unearned revenue	246	-	246
Noncurrent liabilities:			
Due within one year	4,083,996	3,295,535	7,379,531
Due in more than one year	<u>74,097,624</u>	<u>60,494,220</u>	<u>134,591,844</u>
Total liabilities	<u>83,391,556</u>	<u>67,110,148</u>	<u>150,501,704</u>
NET POSITION			
Net investment in capital assets	75,165,140	83,664,281	158,829,421
Restricted for:			
Capital projects	-	3,664,188	3,664,188
Debt service	544,526	149,971	694,497
Public broadcasting	468,820	-	468,820
Traffic impact analysis	542,484	-	542,484
Court security	95,873	-	95,873
Court technology	25,508	-	25,508
Parks	735,399	-	735,399
Police	75,501	-	75,501
Traffic enforcement	187,737	-	187,737
Hotel/motel taxes	476	-	476
TIRZ #1 projects	53,861	-	53,861
Unrestricted	<u>28,828,103</u>	<u>19,963,551</u>	<u>48,791,654</u>
Total net position	<u>\$ 106,723,428</u>	<u>\$ 107,441,991</u>	<u>\$ 214,165,419</u>

The accompanying notes are an integral part of these financial statements.

CITY OF LEANDER, TEXAS
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2015

Functions/Programs	Expenses	Program Revenue		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Primary government				
Governmental activities:				
General government	\$ 6,652,020	\$ 1,948,326	\$ 46,644	\$ -
Public safety	10,859,060	955,832	259,946	8,900
Public works	5,997,440	6,128,861	45,512	21,857,025
Parks and recreation	2,173,112	87,559	54,437	1,128,409
Interest and fiscal charges	2,652,214	-	-	-
Total governmental activities	<u>28,333,846</u>	<u>9,120,578</u>	<u>406,539</u>	<u>22,994,334</u>
Business-type activities:				
Utility services	18,636,171	19,470,343	-	17,652,158
Golf course	1,407,538	1,059,326	-	25,000
Total business-type activities	<u>20,043,709</u>	<u>20,529,669</u>	<u>-</u>	<u>17,677,158</u>
Total primary government	<u>\$ 48,377,555</u>	<u>\$ 29,650,247</u>	<u>\$ 406,539</u>	<u>\$ 40,671,492</u>
General revenues:				
Taxes:				
Property				
Sales				
Franchise				
Mixed beverage				
Investment earnings				
Gain on sale of capital assets				
Other				
Transfers				
Total general revenues and transfers				
Change in net position				
Net position - beginning				
Prior period adjustment				
Net position - ending				

The accompanying notes are an integral part of these financial statements.

Net (Expense) Revenue and Changes in Net Assets

Primary Government		
Governmental Activities	Business-type Activities	Total
\$(4,657,050)	\$ -	\$(4,657,050)
(9,634,382)	-	(9,634,382)
22,033,958	-	22,033,958
(902,707)	-	(902,707)
(2,652,214)	-	(2,652,214)
4,187,605	-	4,187,605
-	18,486,330	18,486,330
-	(323,212)	(323,212)
-	18,163,118	18,163,118
4,187,605	18,163,118	22,350,723
16,417,155	-	16,417,155
3,469,477	-	3,469,477
1,806,357	-	1,806,357
8,653	-	8,653
(9,966)	26,407	16,441
14,265	250,500	264,765
188,411	-	188,411
1,095,556	(1,095,556)	-
22,989,908	(818,649)	22,171,259
27,177,513	17,344,469	44,521,982
81,698,427	89,858,039	171,556,466
(2,152,512)	239,483	(1,913,029)
\$ 106,723,428	\$ 107,441,991	\$ 214,165,419

CITY OF LEANDER, TEXAS
BALANCE SHEET
GOVERNMENTAL FUNDS
AS OF SEPTEMBER 30, 2015

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>
ASSETS			
Cash and investments	\$ 12,592,518	\$ 1,330,574	\$ 21,384,407
Taxes receivable, net of allowance	1,118,144	77,514	-
Due from other governments	228,998	-	1,969,011
Other receivables, net of allowance	644,329	-	-
Prepaid items	35,651	-	-
Due from other funds	26,177	-	-
Total assets	<u>14,645,817</u>	<u>1,408,088</u>	<u>23,353,418</u>
LIABILITIES			
Accounts payable	1,480,341	-	332,487
Due to other funds	-	-	999,397
Accrued liabilities	353,756	-	-
Customer deposits	2,747	-	-
Deposits in escrow	2,086,443	-	-
Unearned revenue	246	-	-
Total liabilities	<u>3,923,533</u>	<u>-</u>	<u>1,331,884</u>
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue-property taxes	113,100	67,946	-
Unavailable revenue-court fines and fees	296,665	-	-
Total deferred inflows of resources	<u>409,765</u>	<u>67,946</u>	<u>-</u>
FUND BALANCES			
Nonspendable-prepaid items	35,651	-	-
Restricted for:			
Debt service	-	1,340,142	-
Public broadcasting	468,820	-	-
Traffic impact analysis	-	-	-
Court security	-	-	-
Court technology	-	-	-
Parks	-	-	-
Police	-	-	-
Traffic enforcement	-	-	-
Hotel/motel taxes	-	-	-
TIRZ #1 projects	-	-	-
Committed:			
Bryson Farmstead	23,965	-	-
Leander clean up	8,221	-	-
Fire rescue	-	-	-
Parks	-	-	-
Public arts	-	-	-
Assigned:			
Equipment and vehicles	608,812	-	-
Subsequent year's budget	1,906,000	-	-
Unassigned	7,261,050	-	22,021,534
Total fund balances	<u>10,312,519</u>	<u>1,340,142</u>	<u>22,021,534</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 14,645,817</u>	<u>\$ 1,408,088</u>	<u>\$ 23,353,418</u>

The accompanying notes are an integral part of these financial statements.

<u>Other Governmental</u>	<u>Total Governmental</u>
\$ 1,891,667	\$ 37,199,166
-	1,195,658
10,225	2,208,234
-	644,329
-	35,651
-	26,177
<u>1,901,892</u>	<u>41,309,215</u>
88,874	1,901,702
26,177	1,025,574
-	353,756
1,480	4,227
-	2,086,443
-	246
<u>116,531</u>	<u>5,371,948</u>
-	181,046
-	296,665
-	477,711
-	35,651
-	1,340,142
-	468,820
542,484	542,484
95,873	95,873
25,508	25,508
735,399	735,399
75,501	75,501
187,737	187,737
476	476
53,861	53,861
-	23,965
-	8,221
25,012	25,012
19,279	19,279
24,231	24,231
-	608,812
-	1,906,000
-	29,282,584
<u>1,785,361</u>	<u>35,459,556</u>
<u>\$ 1,901,892</u>	<u>\$ 41,309,215</u>

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CITY OF LEANDER, TEXAS

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION

SEPTEMBER 30, 2015

Amounts reported for governmental activities in the Statement of Net Position are different because:

Fund balances of governmental funds		\$ 35,459,556
Capital assets used in governmental activities are not current financial resources and therefore are not reported in the governmental funds balance sheet.		146,682,395
Long-term liabilities (net pension liability, bonds payable, notes payable, and etc.) are not due and payable in the current period and therefore have not been included in the fund financial statements. Also, the loss on refunding of bonds, the premium on issuance of bonds and deferred resource outflows related to the net pension liability are not reported in the funds.		
Principal on bonds payable	(66,880,000)	
Principal on PPFC tax pledge	(406,854)	
Premium on bonds	(6,304,432)	
Net pension liability	(3,890,631)	
Deferred resources related to pensions	1,074,917	
Net OPEB obligation	(82,940)	
Compensated absences	(616,763)	
Deferred loss on refunding	<u>2,074,031</u>	
		(75,032,672)
Interest payable on long-term debt is accrued in the government-wide financial statements, whereas in the fund financial statements, interest expense is reported when due.		(863,562)
Revenues from property taxes and fines are deferred inflows of resources in the fund financial statements, but such revenues are recognized in the government-wide financial statements.		<u>477,711</u>
Net position of governmental activities		\$ <u>106,723,428</u>

The accompanying notes are an integral part of these financial statements.

CITY OF LEANDER, TEXAS
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2015

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>
REVENUES			
Taxes:			
Property	\$ 10,334,995	\$ 5,861,669	\$ -
Franchise	1,806,357	-	-
Sales	3,469,477	-	-
Mixed beverage	8,653	-	-
Licenses, permits and fees	5,745,258	-	-
Intergovernmental	523,212	-	2,147,131
Fines and forfeitures	356,075	-	-
Charges for services	2,477,350	-	-
Donations and contributions	46,219	-	-
Investment earnings	26,156	2,455	(41,830)
Other	187,013	-	-
Total revenues	<u>24,980,765</u>	<u>5,864,124</u>	<u>2,105,301</u>
EXPENDITURES			
Current:			
General government	6,528,618	-	-
Public safety	9,623,599	-	-
Public works	3,148,837	-	-
Parks and recreation	1,721,096	-	-
Debt service:			
Principal retirement	-	3,704,396	-
Interest and other	-	1,789,429	314,632
Capital outlay	1,874,291	-	8,946,823
Total expenditures	<u>22,896,441</u>	<u>5,493,825</u>	<u>9,261,455</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>2,084,324</u>	<u>370,299</u>	<u>(7,156,154)</u>
OTHER FINANCING SOURCES (USES)			
Issuance of bonds	-	2,955,000	23,185,000
Premium on bond issuance	-	-	4,221,173
Transfers in	1,490,000	87,370	2,048,000
Transfers out	(3,259,670)	-	(22,755)
Payment to escrow agent	-	(2,920,956)	-
Sale of capital assets	14,265	-	-
Total other financing sources and uses	<u>(1,755,405)</u>	<u>121,414</u>	<u>29,431,418</u>
NET CHANGE IN FUND BALANCES	328,919	491,713	22,275,264
FUND BALANCES, BEGINNING	9,823,477	848,429	(253,730)
PRIOR PERIOD ADJUSTMENT	160,123	-	-
FUND BALANCES, ENDING	<u>\$ 10,312,519</u>	<u>\$ 1,340,142</u>	<u>\$ 22,021,534</u>

The accompanying notes are an integral part of these financial statements.

<u>Other Governmental</u>	<u>Total Governmental</u>
\$ 191,606	\$ 16,388,270
-	1,806,357
-	3,469,477
-	8,653
635,551	6,380,809
45,512	2,715,855
101,500	457,575
60,443	2,537,793
235,259	281,478
3,253	(9,966)
<u>1,398</u>	<u>188,411</u>
<u>1,274,522</u>	<u>34,224,712</u>
16,186	6,544,804
101,403	9,725,002
-	3,148,837
26,514	1,747,610
-	3,704,396
-	2,104,061
<u>1,711,072</u>	<u>12,532,186</u>
<u>1,855,175</u>	<u>39,506,896</u>
(<u>580,653</u>)	(<u>5,282,184</u>)
-	26,140,000
-	4,221,173
989,811	4,615,181
(237,200)	(3,519,625)
-	(2,920,956)
-	14,265
<u>752,611</u>	<u>28,550,038</u>
171,958	23,267,854
1,527,660	11,945,836
<u>85,743</u>	<u>245,866</u>
<u>\$ 1,785,361</u>	<u>\$ 35,459,556</u>

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CITY OF LEANDER, TEXAS

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES**

FOR THE YEAR ENDED SEPTEMBER 30, 2015

Amounts reported for governmental activities in the Statement of Activities are different because:

Net change in fund balances - total governmental funds	\$ 23,267,854
 Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.	 28,490,550
 The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the premiums and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.	 (23,731,310)
 Current year changes in certain long-term liabilities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	
Compensated balances liability	(198,943)
Net OPEB obligation	<u>(41,486)</u>
	(240,429)
 Certain pension expenditures are not expensed in the government-wide financial statements and recorded as deferred resource outflows. This item relates to contributions made after the measurement date. Additionally, a portion of the City's unrecognized deferred resource outflows related to the pension liability were amortized.	 2,516
 Interest payable on long-term debt is accrued in the government-wide financial statements, whereas in the fund financial statements, interest expenditures are reported when due.	 (552,664)
 Revenues from property taxes and fines that do not provide current financial resources are not reported as revenues in the funds.	 <u>59,004</u>
 Change in net position of governmental activities	 <u>\$ 27,177,513</u>

The accompanying notes are an integral part of these financial statements.

CITY OF LEANDER, TEXAS
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
SEPTEMBER 30, 2015

	Business-type Activities - Enterprise Funds		Total
	Utility	Non-Major Golf Course	
ASSETS			
Current assets:			
Cash and cash equivalents	\$ 5,139,803	\$ 15,399	\$ 5,155,202
Accounts receivable, net	3,223,339	6,745	3,230,084
Due from other governments	97,442	-	97,442
Due from other funds	999,397	-	999,397
Inventory	-	38,345	38,345
Restricted cash and cash equivalents	13,065,488	-	13,065,488
Total current assets	<u>22,525,469</u>	<u>60,489</u>	<u>22,585,958</u>
Non-current assets:			
Investment in joint venture	4,296,683	-	4,296,683
Capital assets, net:			
Non-depreciable	6,985,375	2,085,585	9,070,960
Depreciable	136,815,481	884,616	137,700,097
Total capital assets	<u>143,800,856</u>	<u>2,970,201</u>	<u>146,771,057</u>
Total non-current assets	<u>148,097,539</u>	<u>2,970,201</u>	<u>151,067,740</u>
Total assets	<u>170,623,008</u>	<u>3,030,690</u>	<u>173,653,698</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred outflow related to pensions	127,502	62,487	189,989
Deferred charge on refunding	708,452	-	708,452
Total deferred outflows of resources	<u>835,954</u>	<u>62,487</u>	<u>898,441</u>
LIABILITIES			
Current liabilities:			
Accounts payable	1,018,990	47,989	1,066,979
Accrued liabilities	512,623	20,531	533,154
Customer deposits	1,454,746	-	1,454,746
Deposits in escrow	265,514	-	265,514
Compensated absences payable	12,513	6,798	19,311
Bonds payable	2,806,572	-	2,806,572
Note payable	465,947	-	465,947
Capital lease obligation	-	3,705	3,705
Total current liabilities	<u>6,536,905</u>	<u>79,023</u>	<u>6,615,928</u>
Non-current liabilities:			
Net pension liability	461,491	226,167	687,658
Net OPEB obligation	9,987	5,532	15,519
Compensated absences payable	37,538	20,395	57,933
Note payable	9,673,791	-	9,673,791
Bonds payable	50,049,032	-	50,049,032
Capital leases obligation	-	10,287	10,287
Total non-current liabilities	<u>60,231,839</u>	<u>262,381</u>	<u>60,494,220</u>
Total liabilities	<u>66,768,744</u>	<u>341,404</u>	<u>67,110,148</u>
NET POSITION			
Net investment in capital assets	80,708,072	2,956,209	83,664,281
Restricted for:			
Capital projects	3,664,188	-	3,664,188
Debt service	149,971	-	149,971
Unrestricted	20,167,987	(204,436)	19,963,551
Total net position	<u>\$ 104,690,218</u>	<u>\$ 2,751,773</u>	<u>\$ 107,441,991</u>

The accompanying notes are an integral part of these financial statements.

CITY OF LEANDER, TEXAS

**STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN FUND NET POSITION**

PROPRIETARY FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2015

	Business-type Activities Enterprise Funds		
	Utility	Non-Major Golf Course	Total
OPERATING REVENUE			
Charges for sales and services	\$ 19,438,680	\$ 1,056,656	\$ 20,495,336
Other	31,663	2,670	34,333
Total operating revenues	<u>19,470,343</u>	<u>1,059,326</u>	<u>20,529,669</u>
OPERATING EXPENSES			
Personnel services	1,548,184	838,705	2,386,889
Supplies and maintenance	1,981,873	342,586	2,324,459
Services and other	9,911,740	156,226	10,067,966
Depreciation	3,164,586	70,021	3,234,607
Total operating expenses	<u>16,606,383</u>	<u>1,407,538</u>	<u>18,013,921</u>
OPERATING INCOME (LOSS)	<u>2,863,960</u>	<u>(348,212)</u>	<u>2,515,748</u>
NONOPERATING REVENUES (EXPENSES)			
Proceeds from the sale of assets	250,500	-	250,500
Investment earnings	26,407	-	26,407
Interest expense and fees	<u>(2,029,788)</u>	<u>-</u>	<u>(2,029,788)</u>
Total nonoperating revenues (expenses)	<u>(1,752,881)</u>	<u>-</u>	<u>(1,752,881)</u>
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	<u>1,111,079</u>	<u>(348,212)</u>	<u>762,867</u>
CAPITAL CONTRIBUTIONS			
Contributions from developers	8,869,177	25,000	8,894,177
Impact fees	<u>8,782,981</u>	<u>-</u>	<u>8,782,981</u>
Total capital contributions	<u>17,652,158</u>	<u>25,000</u>	<u>17,677,158</u>
TRANSFERS IN	59,200	277,300	336,500
TRANSFERS OUT	<u>(1,432,056)</u>	<u>-</u>	<u>(1,432,056)</u>
CHANGE IN NET POSITION	17,390,381	<u>(45,912)</u>	17,344,469
NET POSITION, BEGINNING	86,925,376	2,932,663	89,858,039
PRIOR PERIOD ADJUSTMENT	<u>374,461</u>	<u>(134,978)</u>	<u>239,483</u>
NET POSITION, ENDING	<u>\$ 104,690,218</u>	<u>\$ 2,751,773</u>	<u>\$ 107,441,991</u>

The accompanying notes are an integral part of these financial statements.

CITY OF LEANDER, TEXAS

STATEMENT OF CASH FLOWS

PROPRIETARY FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2015

	Business-type Activities		Totals
	Enterprise Funds		
	Utility	Non-Major Golf Course	
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from customers and users	\$ 18,959,964	\$ 1,055,460	\$ 20,015,424
Payments to employees	(1,509,488)	(838,640)	(2,348,128)
Payments to suppliers	(13,038,376)	(488,009)	(13,526,385)
Net cash provided (used) by operating activities	<u>4,412,100</u>	<u>(271,189)</u>	<u>4,140,911</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES			
Transfers from other funds	59,200	277,300	336,500
Transfers to other funds	(1,432,056)	-	(1,432,056)
Cash paid to other funds	(940,197)	-	(940,197)
Net cash provided (used) by noncapital financing activities	<u>(2,313,053)</u>	<u>277,300</u>	<u>(2,035,753)</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Capital contributions	8,596,309	-	8,596,309
Acquisition of capital assets	(3,438,748)	-	(3,438,748)
Disposal of capital assets	250,500	-	250,500
Principal paid on long-term debt	(3,037,375)	(5,206)	(3,042,581)
Interest paid on long-term debt	(2,082,573)	-	(2,082,573)
Proceeds from capital debt	<u>1,010,665</u>	<u>-</u>	<u>1,010,665</u>
Net cash provided (used) by capital and related financing activities	<u>1,298,778</u>	<u>(5,206)</u>	<u>1,293,572</u>
CASH FLOWS FROM INVESTING ACTIVITIES			
Investment earnings received	<u>26,407</u>	<u>-</u>	<u>26,407</u>
Net cash provided by investing activities	<u>26,407</u>	<u>-</u>	<u>26,407</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	3,424,232	905	3,425,137
CASH AND CASH EQUIVALENTS, BEGINNING	<u>14,781,059</u>	<u>14,494</u>	<u>14,795,553</u>
CASH AND CASH EQUIVALENTS, ENDING	<u>18,205,291</u>	<u>15,399</u>	<u>18,220,690</u>
RECONCILIATION OF TOTAL CASH AND CASH EQUIVALENTS			
Cash and cash equivalents	5,139,803	15,399	5,155,202
Restricted cash and cash equivalents	<u>13,065,488</u>	<u>-</u>	<u>13,065,488</u>
Total cash and cash equivalents	<u>\$ 18,205,291</u>	<u>\$ 15,399</u>	<u>\$ 18,220,690</u>

CITY OF LEANDER, TEXAS

STATEMENT OF CASH FLOWS

PROPRIETARY FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2015

	Business-type Activities Enterprise Funds		
	Utility	Non-Major Golf Course	Totals
	<u> </u>	<u> </u>	<u> </u>
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES			
Operating income (loss)	\$ 2,863,960	\$(348,212)	\$ 2,515,748
Adjustments to reconcile operating loss to net cash provided (used) by operating activities:			
Depreciation	3,164,586	70,021	3,234,607
(Increase) decrease in accounts receivable	(892,022)	(3,866)	(895,888)
(Increase) decrease in inventory	-	(7,871)	(7,871)
(Increase) decrease in due from other governments	236,767	-	236,767
(Increase) decrease in investment in joint venture	(1,711,241)	-	(1,711,241)
(Increase) decrease in deferred outflow related to pensions	(30,478)	(21,180)	(51,658)
Increase (decrease) in accounts payable	566,478	18,674	585,152
Increase (decrease) in accrued liabilities	9,238	(45)	9,193
Increase (decrease) in customer deposits	144,876	-	144,876
Increase (decrease) in net pension liability	4,959	21,033	25,992
Increase (decrease) in net OPEB obligation	42,918	2,287	45,205
Increase (decrease) in compensated absences	<u>12,059</u>	<u>(2,030)</u>	<u>10,029</u>
Net cash provided (used) by operating activities	<u>4,412,100</u>	<u>(271,189)</u>	<u>4,140,911</u>
NONCASH CAPITAL AND FINANCING ACTIVITIES			
Infrastructure contributed by developers	8,844,177	-	8,844,177

The accompanying notes are an integral part of these financial statements.

CITY OF LEANDER, TEXAS
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2015

	Agency Fund
	Oak Creek PID
ASSETS	
Cash and investments	\$ <u>2,425,332</u>
Total assets	<u>2,425,332</u>
LIABILITIES	
Due to others	<u>2,425,332</u>
Total liabilities	\$ <u><u>2,425,332</u></u>

The accompanying notes are an integral part of these financial statements.

CITY OF LEANDER, TEXAS

NOTES TO BASIC FINANCIAL STATEMENTS

SEPTEMBER 30, 2015

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of Leander, Texas (the “City”) was incorporated in 1978 under the laws of the State of Texas. The City operates under a Council-Manager form of government and provides the following services: public safety (fire and police), streets, water and wastewater services, public improvements, planning and zoning, parks and recreation, and general administrative services. The financial statements of the City are prepared in accordance with generally accepted accounting principles (GAAP). The City’s reporting entity applies all relevant Government Accounting Standards Board (GASB) pronouncements.

A. Reporting Entity

The accompanying financial statements present the City and its component unit, an entity for which the City is considered to be financially accountable. A blended component unit is, in substance, part of the primary government’s operations, even though legally a separate entity. Thus, the blended component unit is appropriately presented as a fund of the primary government. The Tax Increment Reinvestment Zone #1 (TIRZ) has been included in the City’s reporting entity as a blended component unit.

The Tax Increment Reinvestment Zone #1 (TIRZ) was created to enable the proper planning, layout, financing and construction of public streets and roadways, and water, wastewater and drainage systems, to improve traffic flow and access, public safety, eliminate some conditions that endanger life or property, and provide facilities necessary to the public safety, health and welfare. The affairs of the District are managed by a Board of Directors composed of four directors appointed by the City Council and one director appointed by Williamson County, Texas. Complete financial statements from the component may be obtained at the City’s administrative office.

B. Government-wide and Fund Financial Statements

Government-wide Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of changes in net position) report information on all of the nonfiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for support. Likewise, the *primary government* is reported separately from certain legally separate *component units* for which the primary government is financially accountable.

While separate government-wide and fund financial statements are presented, they are interrelated. The governmental activities column incorporates data from governmental funds, while business-type activities incorporate data from the City's enterprise funds. Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the City's water and sewer function and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Fund Financial Statements

The fund financial statements provide information about the City's funds, including its fiduciary fund and blended component unit. Separate statements for each fund category – governmental, proprietary and fiduciary – are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds. Major individual governmental and enterprise funds are aggregated and reported as nonmajor funds. Major individual governmental and enterprise funds are reported as separate columns in the fund financial statements.

The City reports the following major governmental funds:

The **General Fund** is the general operating fund of the City. It is used to account for all financial resources of the general government, except those required to be accounted for in another fund.

The **Debt Service Fund** is used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest and related costs.

The **Capital Projects Fund** is used to account for financial resources to be used for the acquisition or construction of major capital facilities other than those financed by the proprietary fund types. Such resources are derived from proceeds of general obligation bonds or other sources of revenue specifically set aside for capital projects.

The City reports the following major Enterprise Fund:

The **Utility Fund** accounts for the City's water and wastewater utilities, including operations, maintenance of the infrastructure and expansion of the system within the City's service territory.

The City reports the following non-major Enterprise Fund:

The **Golf Course Fund** accounts for the City's golf course activity.

Additionally, the City reports the following Agency Fund:

The **Oak Creek PID Fund** accounts for bond proceeds, assessments and disbursements as an agent of the Public Improvement District.

During the course of operations, the City has activity between funds for various purposes. Any residual balances outstanding at year end are reported as due from/to other funds and advances to/from other funds. While these balances at year end are reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Balances between the funds included in governmental activities are eliminated so that only the net amount is included as internal balances in the governmental activities column. Similarly, balances between the funds included in business-type activities (i.e., the enterprise funds) are eliminated so that only the net amount is included as internal balances in the business-type activities column.

Further certain activity occurs during the year involving transfers of resources between funds. In fund financial statements these amounts are reported at gross amounts as transfers in/out. While reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Transfers between the funds included in governmental activities are eliminated so that only the net amount is included as transfers in the governmental activities column. Similarly, balances between the funds included in business-type activities are eliminated so that only the net amount is included as transfers in the business-type column.

C. Measurement Focus and Basis of Accounting

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as *current financial resources or economic resources*. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if it is collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources.

Property taxes, sales taxes, franchise taxes, interest revenue and charges for services associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met, and the amount is received during the period or within the availability period for this revenue source (within 60 days of year end). All other revenue items are considered to be measureable and available only when cash is received by the City.

D. Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position/Fund Balance

Cash and Investments

For purposes of the statement of cash flows for the proprietary fund types, the City considers all highly liquid investments (including restricted assets) to be cash equivalents.

Investments are reported at fair value, and the changes in the fair value of investments are recognized as investment revenue.

Inventory

Inventory is valued at cost using the first-in/first-out (FIFO) method and consists of golf course goods for sale. The cost of such inventory is recorded as an expense at the point of sale.

Restricted Assets

Restricted assets include capital recovery fees (impact fees) that are, by law, restricted for future capital improvements; customer deposits; and assets set aside for construction of future debt funded improvements.

Receivables

All trade and property tax receivables are shown net of an allowance for uncollectible. Trade accounts receivable in excess of 90 days comprise the trade accounts receivable allowance for uncollectible. The property tax receivable allowance is based on historical collection rate percentages. The City recognizes penalties and interest due on delinquent taxes receivable as a component of delinquent taxes receivable.

Joint Venture

Investment in joint venture represents an equity interest in the Brushy Creek Regional Utility Authority (BCRUA), a regional water treatment and distribution system. The investment amounts represents the City's share in the joint venture' net position at year-end.

Capital Assets

Capital assets, which include property, plant, equipment and infrastructure assets, are reported in the applicable governmental or business-type activities column in the government-wide financial statements and in the fund financial statements for proprietary funds. All capital assets are valued at their historical cost or estimated historical cost if actual historical cost is not available. Contributed assets are recorded at estimated fair value on the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset lives are not capitalized. Improvements which extend asset lives are capitalized and depreciated over the useful lives of the related assets, as applicable. The City defines capital assets as assets with an original cost of \$5,000 or more and an estimated useful life of over one year. When property or equipment is retired from service or otherwise disposed of, the cost and related accumulated depreciation are removed and any resulting gain or loss is reported in the statement of activities.

In the case of initial capitalization of general infrastructure assets (i.e., those reported by governmental activities), the City did not capitalize infrastructure built and/or acquired prior to fiscal year 2001. These items built and/or acquired beginning in fiscal year 2001 are capitalized.

Interest incurred during the construction phase of capital assets of enterprise funds is included as part of the capitalized value of the assets constructed. The amount of interest capitalized depends on the specific circumstances. The amount of interest to be capitalized is calculated by offsetting interest expense incurred from the date of the borrowing until completion of the project with interest earned on invested proceeds over the same period. No interest expense was capitalized in the enterprise funds in fiscal year 2015.

Depreciation is computed using the straight-line method over the estimated useful lives of the assets which range as follows:

Assets	Years
Buildings and improvements	15-30
Utility distribution system	50
Streets and drainage infrastructure	40
Equipment	5-10

Pensions

For purposes of measuring the net pension liability, pension related deferred outflows and inflows of resources, and pension expense, City specific information about its Fiduciary Net Position in the Texas Municipal Retirement System (TMRS) and additions to/deductions from the City's Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. Information regarding the City's Total Pension Liability is obtained from TMRS through a report prepared for the City by TMRS consulting actuary, Gabriel Roeder Smith & Company, in compliance with Governmental Accounting Standards Board (GASB) Statement No. 68, Accounting and Financial Reporting for Pensions.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The City has the following items that qualify for reporting in this category.

- Deferred charges on refunding – A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.
- Pension contributions after measurement date – These contributions are deferred and recognized in the following fiscal year.
- Difference in projected and actual earnings on pension assets – This difference is deferred and amortized over a closed five year period.
- Difference in expected and actual pension experience – This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statements element, deferred inflows or resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The City has only one type of item, which arises only under a modified accrual basis of accounting that qualifies for reporting in this category. Accordingly, this item is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from two sources: property taxes and municipal court fines. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

Net Position

Net position represents the difference between assets, deferred inflows/outflows of resources and liabilities. Net position investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowing used for the acquisition, construction or improvements of those assets, and adding back unspent proceeds. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislations adopted by the City or through external restrictions imposed by creditors, grantors or laws or regulations of other governments.

Net Position Flow Assumption

Sometimes the City will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City’s policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

Fund Balance Flow Assumption

Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the City’s policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Fund Balance Policies

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The City itself can establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance).

The committed fund balance classification includes amounts that can be used only for the specific purposes determined by a formal action of the City's highest level of decision-making authority. The City Council is the highest level of decision-making authority for the City that can, by adoption of an ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken (the adoption of another ordinance) to remove or revise the limitation. Amounts in the assigned fund balance classification are intended to be used by the City for specific purposes but do not meet the criteria to be classified as committed. The Council may assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

E. Revenues and Expenditures/Expenses

Program Revenues

Amounts reported as *program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. All taxes including those dedicated for specific purposes, and other internally dedicated resources are reported as *general revenues*.

Property Taxes

Property taxes are levied by October 1 in conformity with Subtitle E, Texas Property Tax Code. Taxes are due on receipt of the tax bill and are delinquent if not paid before February 1 of the year following the year in which imposed. On February 1 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties, and interest ultimately imposed. The Williamson and Travis Central Appraisal Districts ("CAD") establish appraised values. Taxes are levied by the City Council based on the appraised values received from each CAD. The Williamson and Travis County Tax Assessors bill and collect the taxes levied.

The tax rate for the October 1, 2014, levy was \$.65292 (\$.41864 for general government and \$.23428 for debt service) per \$100 of assessed valuation.

The Texas Property Tax Code requires all property to be assessed on the basis of 100% of appraised value. The value of property must be reviewed at least every three years.

Under the Property Tax Code, if the effective tax rate, excluding tax rates for bonds and other contractual obligations adjusted for new improvements and revaluations, exceeds the rate for the previous years by more than 8%, qualified voters of the City may petition for an election to determine whether to limit the tax rate to no more than 8% above the effective tax rate of the previous year.

Compensated Absences

The City's employees earn vacation, which may either be taken or accumulated, up to certain amounts, until paid upon resignation or retirement. All vacation pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

Proprietary Funds Operating and Nonoperating Revenues and Expenses

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the proprietary fund's principal ongoing operations. The principal operating revenues of the City's Utility and Golf Course Funds are charges to customers for sales and services. The Utility Fund also recognizes as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses include cost of sales and services, administrative expenses, and depreciation expense on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual amounts could differ from those estimates.

Prior Period Adjustments

During the current year, it was determined that the City should have recognized \$126,993 of contribution revenue in a previous period. Additionally, \$41,250 of permit revenue was recognized in a previous period, before it was earned by the City. As a result, beginning fund balance in the Traffic Impact Analysis fund and the Parks Dedication fund was restated by \$126,993 and \$41,250, respectively, as of October 1, 2014.

Additionally, as a result of an enhanced method of calculating the unbilled utility receivable, the City increased both the General Fund and Utility Fund beginning fund balance by recognizing \$160,123 and \$677,540 revenue from previous periods.

The GASB has issued Statement No. 68, "*Accounting and Financial Reporting for Pensions-an amendment of GASB Statement No. 27*," which became effective for fiscal year 2015. This statement changes the focus of pension accounting for employers from whether they are responsibly funding their plan over time to a point-in-time liability that is reflected in the employer's financial statements for any actuarially unfunded portion of pension benefits earned to date.

The implementation of Statement No. 68 resulted restatement of beginning net position for the elimination of the previously reported net pension obligation, the recording of the beginning net pension liability and the beginning deferred outflow for contributions made after the measurement date. Prospectively applying these changes results in the adjustments below along with other prior period adjustments mentioned above.

	Fund Level					
	Government-wide Statement of Activities		Statement of Revenues, Expenses and Changes in Net Position-Proprietary Funds		Statement of Revenues, Expenditures and Changes in Fund Balances-Governmental Funds	
	Governmental Activities	Business-type Activities	Utility Fund	Golf Course Fund	General Fund	Other Governmental Funds
Net position at September 30, 2014, as previously reported	\$ 81,698,427	\$ 89,858,039	\$ 86,925,376	\$ 2,932,663	\$ 9,823,477	\$ 1,527,660
Recording of contribution revenue	126,993	-	-	-	-	126,993
Recording of permit revenue	(41,250)	-	-	-	-	(41,250)
Unbilled revenue	160,123	677,540	677,540	-	160,123	-
Elimination of net pension obligation as of September 30, 2014	419,852	60,057	31,208	28,849	-	-
Recording of net pension liability as of September 30, 2014	(3,528,806)	(623,707)	(418,573)	(205,134)	-	-
Deferral for pension contributions made after the measurement date	710,576	125,593	84,286	41,307	-	-
Net position at September 30, 2014, as restated	<u>\$ 79,545,915</u>	<u>\$ 90,097,522</u>	<u>\$ 87,299,837</u>	<u>\$ 2,797,685</u>	<u>\$ 9,983,600</u>	<u>\$ 1,613,403</u>

II. DETAILED NOTES ON ALL ACTIVITIES AND FUNDS

A. Cash and Investments

Cash and investment balances for most of the City's funds are consolidated in pooled cash and investment accounts. Pooled balances include amounts in demand deposits, local government investment pools and United States (U. S.) Agency Securities. Interest earnings are then allocated monthly to each fund based on its pooled equity balance. Separate cash and investment accounts are maintained for interest and sinking funds (debt service).

The City’s investment policies and types of investments are governed by the Public Funds Investment Act (PFIA). These policies authorize the City to invest in (1) obligations of United States or its agencies and instrumentalities, (2) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than AA or its equivalent, with a stated final maturity not to exceed two years, (3) certificates of deposit by state and national banks doing business in Texas that are (a) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or (b) secured by obligations in a manner and amount provided by law for deposits of the City, (4) money market funds that are (a) registered and regulated by the Securities and Exchange Commission, (b) have a dollar weighted average stated maturity 90 days or less, (c) rated AAA by at least one nationally recognized rating service, and (d) seek to maintain a net position value of \$1.00 per share, (5) constant-dollar Texas local government investment pools which (a) meet the requirements of PFIA, (b) are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service, and (c) are authorized by resolution or ordinance by the City Council, (6) fully collateralized repurchase agreements with a bank in Texas or a primary dealer, executed under the Bond Market Master Repurchase Agreement in accordance with the PFIA not to exceed 120 days, (7) FDIC insured “brokered certificates of deposit” securities from a bank in any US state, delivered versus payment to the City’s safekeeping agent, not to exceed one year to maturity. Before purchase, the Investment Officer must verify the FDIC status of the bank (at www.fdic.gov) to assure that the bank is FDIC insured.

As of September 30, 2015, the City had the following investments:

Investment Type	Maturity Date	Fair Value	Weighted Average Maturity (Days)	Rating
Texas Term	NA	\$ 1,047,476	47.4	AAAf
TexStar	NA	1,108,796	39.0	AAAm
TexPool	NA	14,382,644	40.0	AAAm
Marysville OH WSTWTR Treatment	12/1/2015	251,016	62.0	AA
Duluth, MN ISD	2/1/2016	528,014	124.0	Aa2
Spring, TX ISD	2/15/2016	395,015	138.0	AAA
Tompkins County, NY	2/15/2016	656,507	138.0	Aa1
Mississippi St Dev Bank SPL	4/1/2016	553,619	184.0	Aa3
Suffolk County, NY REF	4/29/2016	1,757,109	212.0	SP-1
Bentonville, AR ISD	6/1/2016	945,201	245.0	Aa2
Holbrook, MA	6/15/2016	826,120	259.0	AA-
Oklahoma ST Capital IMPT	7/1/2016	339,251	289.0	AA
Canadaigua NY City ISD	7/15/2016	311,015	289.0	Aa3
Lebanon, IN CCOMNTY SCH CORP	7/15/2016	216,073	289.0	AA+
Leander, TX ISD	8/15/2016	497,515	228.0	AAA
Federal Home Loan Bank	10/14/2016	3,506,314	380.0	AA+
Total Fair Value		<u>\$27,321,685</u>		

The City utilizes the following local government investment pools for its short-term liquidity investments needs: Texas Short-term Asset Reserve Program (TexStar), Texas Local Government Investment Pool (TexPool) and Texas Term. The local government investment pools operate in a manner consistent with the SEC's Rule 2a7 of the Investment Company Act of 1940. These pools utilize amortized cost rather than market value to report net position to compute share prices. Accordingly, the fair value is the same as the value of shares.

The State Comptroller of Public Accounts exercises oversight responsibilities over TexPool. Oversight includes the ability to significantly influence operations, designation of management, and accountability for fiscal matters. Additionally, the State Comptroller has established an Advisory Board composed of both participants in TexPool and other persons who do not have a business relationship with TexPool. The Advisory Board members review the investment policy and management fee structure.

JP Morgan Fleming Asset Management, Inc. and First Southwest Asset Management, Inc. serve as co-administrators under an agreement with the TexStar board of directors to provide investment and participant services for this pool. JP Morgan Chase Bank or its subsidiary, JP Morgan Investor Services Co. provides the custodial, transfer agency, fund accounting, and depository services for this pool.

The Texas Term program has an Advisory Board made up of representatives of several participating local governments. PFM Asset Management, LLC provides administrative and investment services to the Advisory Board. U. S. Bank provides the custodial, transfer agency, fund accounting, and depository services for this pool.

Interest Rate Risk. In accordance with its investment policy, the City manages its exposure to declines in fair market values by limiting weighted average maturity of the portfolio to 365 days. The maximum allowable stated maturity of any individual investment owned by the City shall not exceed two years from the time of purchase.

Custodial Credit Risk. In the case of deposits, this is the risk that in the event of a bank failure, the City's deposits may not be returned to it. State statutes require that all deposits in financial institutions be fully collateralized by U. S. Government obligations or its agencies and instrumentalities or direct obligations of Texas or its agencies and instrumentalities that have a fair value of not less than the principal amount of deposits. As of September 30, 2015, the City's deposit balance was covered by FDIC or with securities held by the pledging financial institution in the City's name.

Credit Risk. State law and City policy limit investments to those rated no lower than AA or an equivalent rating by at least one nationally recognized rating service. As of September 30, 2015, the City's investments were rated by Standard & Poor's with ratings as noted above.

Concentration of Credit Risk. The City's investment policy does not limit investments in any one issuer except that the investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and continuously investing a portion of the portfolio in readily available funds such as local government investment pools.

Restricted Cash and Investments

As of September 30, 2015, the City held restricted cash and investments of \$13,065,488 for the following purposes:

Proprietary Funds:	
Utility - construction	\$ 12,915,517
Utility - debt service	<u>149,971</u>
Total proprietary funds - restricted cash and investments	<u>13,065,488</u>
Total restricted cash and investments	<u>\$ 13,065,488</u>

Receivables

Receivables as of year-end for the City's individual major funds and nonmajor funds in the aggregate, including the applicable allowances for uncollectible accounts, are as follows:

	General	Debt Service	Utility	Golf Course	Total
Receivables:					
Property taxes	\$ 130,895	\$ 78,203	\$ -	\$ -	\$ 209,098
Franchise fees, sales and use tax	988,504	-	-	-	988,504
Accounts	431,796	-	4,179,057	6,745	4,617,598
Court fines	<u>1,882,865</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,882,865</u>
Gross receivables	3,434,060	78,203	4,179,057	6,745	7,698,065
Less: allowance for uncollectible	<u>(1,671,587)</u>	<u>(689)</u>	<u>(955,718)</u>	<u>-</u>	<u>(2,627,994)</u>
Net total receivables	<u>\$ 1,762,473</u>	<u>\$ 77,514</u>	<u>\$ 3,223,339</u>	<u>\$ 6,745</u>	<u>\$ 5,070,071</u>

B. Capital Assets

Capital assets activity for the year ended September 30, 2015, was as follows:

	Beginning Balance	Increases	Reclassifications/ Decreases	Ending Balance
Governmental activities:				
Capital assets, not being depreciated:				
Land	\$ 1,972,490	\$ 2,502,022	\$ -	\$ 4,474,512
Construction in progress	20,623,222	8,807,449	(19,201,477)	10,229,194
Total assets not being depreciated	<u>22,595,712</u>	<u>11,309,471</u>	<u>(19,201,477)</u>	<u>14,703,706</u>
Capital assets, being depreciated:				
Buildings and improvements	18,871,651	24,743	-	18,896,394
Machinery and equipment	8,913,441	1,869,172	(132,714)	10,649,899
Infrastructure	90,742,680	38,765,487	-	129,508,167
Total capital assets being depreciated	<u>118,527,772</u>	<u>40,659,402</u>	<u>(132,714)</u>	<u>159,054,460</u>
Less accumulated depreciation:				
Buildings and improvements	(5,829,245)	(759,996)	-	(6,589,241)
Machinery and equipment	(5,997,995)	(766,412)	132,714	(6,631,693)
Infrastructure	(11,104,399)	(2,753,438)	-	(13,857,837)
Total accumulated depreciation	<u>(22,931,639)</u>	<u>(4,279,846)</u>	<u>132,714</u>	<u>(27,078,771)</u>
Total capital assets being depreciated, net	<u>95,596,133</u>	<u>36,379,556</u>	<u>-</u>	<u>131,975,689</u>
Government activities capital assets, net	<u>\$ 118,191,845</u>	<u>\$ 47,689,027</u>	<u>\$(19,201,477)</u>	<u>\$ 146,679,395</u>
	Beginning Balance	Increases	Reclassifications/ Decreases	Ending Balance
Business-type activities:				
Capital assets, not being depreciated:				
Land	\$ 2,331,833	\$ -	\$ -	\$ 2,331,833
Construction in progress	5,571,758	3,349,184	(2,181,815)	6,739,127
Total assets not being depreciated	<u>7,903,591</u>	<u>3,349,184</u>	<u>(2,181,815)</u>	<u>9,070,960</u>
Capital assets, being depreciated:				
Buildings and improvements	1,350,034	25,000	-	1,375,034
Machinery and equipment	1,753,250	59,974	(27,124)	1,786,100
Infrastructure	149,122,394	11,055,581	-	160,177,975
Total capital assets being depreciated	<u>152,225,678</u>	<u>11,140,555</u>	<u>(27,124)</u>	<u>163,339,109</u>
Less accumulated depreciation:				
Buildings and improvements	(512,440)	(54,427)	-	(566,867)
Machinery and equipment	(989,754)	(87,202)	27,124	(1,049,832)
Infrastructure	(20,929,335)	(3,092,978)	-	(24,022,313)
Total accumulated depreciation	<u>(22,431,529)</u>	<u>(3,234,607)</u>	<u>27,124</u>	<u>(25,639,012)</u>
Total capital assets being depreciated, net	<u>129,794,149</u>	<u>7,905,948</u>	<u>-</u>	<u>137,700,097</u>
Business-type activities capital assets, net	<u>\$ 137,697,740</u>	<u>\$ 11,255,132</u>	<u>\$(2,181,815)</u>	<u>\$ 146,771,057</u>

Depreciation expense was charged to the City's programs as follows:

Governmental activities:	
General government	\$ 78,417
Public safety	983,992
Public works	2,805,867
Parks and recreation	<u>411,570</u>
Total depreciation expense - governmental activities	<u>4,279,846</u>
Business-type activities:	
Utility services	3,164,586
Golf course	<u>70,021</u>
Total depreciation expense - business-type activities	<u>\$ 3,234,607</u>

C. Interfund Receivables, Payables and Transfers

The composition of interfund balances as of September 30, 2015, is as follows:

Due to/from Other Funds:

<u>Receivable Fund</u>	<u>Payable Fund</u>	<u>Amount</u>
General	Nonmajor governmental	\$ 26,177
Utility	Capital projects	<u>999,397</u>
		<u>\$ 1,025,574</u>

Balances resulted from the time lag between the dates that 1) interfund goods and services are provided on reimbursable expenditures occur, and 2) transactions are recorded in the accounting system, and 3) payments between funds are made.

The composition of interfund transfers for the year ended September 30, 2015, is as follows:

Interfund Transfers:

	<u>Transfers Out</u>				<u>Totals</u>
	<u>General</u>	<u>Capital Projects</u>	<u>Utility</u>	<u>Other Governmental</u>	
Transfers in:					
General	\$ -	\$ -	\$ 1,360,000	\$ 130,000	\$ 1,490,000
Debt service	87,370	-	-	-	87,370
Capital projects	2,000,000	-	-	48,000	2,048,000
Other governmental	895,000	22,755	72,056	-	989,811
Utility	-	-	-	59,200	59,200
Golf course	<u>277,300</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>277,300</u>
Total transfers out	<u>\$ 3,259,670</u>	<u>\$ 22,755</u>	<u>\$ 1,432,056</u>	<u>\$ 237,200</u>	<u>\$ 4,951,681</u>

The transfers in the amount of \$1,360,000 to the General Fund from the Utility Fund were for a payment in lieu of taxes and indirect costs recovery. The transfer from the General Fund to the Capital Projects Fund was to fund various road projects. A transfer to the General fund from the TIRZ for \$130,000 was for administrative cost and the transfers from the TIRZ to the utility fund was to fund the Hero Way Waterline Project. The remainder of the transfers was to subsidize other programs.

D. Long-term Debt

The following is a summary of long-term debt transactions of the City for the fiscal year ended September 30, 2015:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities:					
General obligation bonds	\$ 47,255,000	\$ 26,140,000	\$ 6,515,000	\$ 66,880,000	\$ 3,480,000
Premium on bonds	2,241,958	4,221,173	158,699	6,304,432	369,758
PPFC tax pledge	486,250	-	79,396	406,854	80,047
Net pension liability	419,852	3,890,631	419,852	3,890,631	-
Net OPEB obligation	41,454	41,486	-	82,940	-
Compensated absences	417,820	596,455	397,512	616,763	154,191
Governmental activity long-term liabilities	<u>50,862,334</u>	<u>34,889,745</u>	<u>7,570,459</u>	<u>78,181,620</u>	<u>4,083,996</u>
Business-type activities:					
Revenue bonds	53,081,000	855,000	2,585,000	51,351,000	2,659,000
Premium on bonds	1,488,727	155,665	139,788	1,504,604	147,572
Note payable	10,592,113	-	452,375	10,139,738	465,947
Capital leases	19,199	-	5,207	13,992	3,705
Net pension liability	60,057	687,658	60,057	687,658	-
Net OPEB obligation	8,273	7,246	-	15,519	-
Compensated absences	67,215	93,930	83,901	77,244	19,311
Business-type activity long-term liabilities	<u>\$ 65,316,584</u>	<u>\$ 1,799,499</u>	<u>\$ 3,326,328</u>	<u>\$ 63,789,755</u>	<u>\$ 3,295,535</u>

For the governmental activities, the General Fund generally liquidates compensated absences, capital leases payable, net pension liability, and net OPEB obligation.

General Obligation Debt

The annual requirements to retire general obligation bonds, including interest, as of September 30, 2015, are as follows:

Year Ending September 30,	Principal	Interest	Total
2016	\$ 3,480,000	\$ 3,238,871	\$ 6,718,871
2017	4,640,000	2,588,825	7,228,825
2018	4,835,000	2,431,025	7,266,025
2019	5,075,000	2,249,450	7,324,450
2020	5,165,000	2,058,050	7,223,050
2021-2025	22,720,000	7,432,250	30,152,250
2026-2030	12,785,000	3,467,050	16,252,050
2031-2035	<u>8,180,000</u>	<u>1,267,000</u>	<u>9,447,000</u>
Total	<u>\$ 66,880,000</u>	<u>\$ 24,732,521</u>	<u>\$ 91,612,521</u>

The ordinances authorizing the issuance of general obligation bonds created an interest and sinking fund (Debt Service Fund). The ordinances require the City to ascertain a rate of ad valorem tax which will be sufficient to pay the principal and interest as they become due.

A summary of tax-supported general obligation debt outstanding at September 30, 2015, follows:

\$4,630,000 Series 2009 Refunding Bonds, due in annual installments of \$125,000 to \$1,010,000 through August 15, 2017; interest at 2.25% to 3.5%.	\$ 1,220,000
\$20,505,000 Series 2010 General Obligation and Refunding Bonds, due in annual installments of \$265,000 to \$3,370,000 through August 15, 2030; interest at 2.00% to 4.00%.	18,455,000
\$19,165,000 (\$12,920,000 allocated to tax supported debt) Series 2012-A Refunding Bonds, due in annual installments of \$1,620,000 to \$2,070,000 through August 15, 2027; interest at 3.00% to 5.00%.	12,920,000
\$14,310,000 (\$10,925,000 allocated to tax supported debt) Series 2012 Refunding Bonds, due in annual installments of \$280,000 to \$1,170,000 through August 15, 2024; interest at 2.00% to 2.5%.	8,420,000
\$2,955,000 Series 2014 General Obligation Refunding Bonds, due in annual installments of \$25,000 to \$350,000 through August 15, 2024; interest at 4.00% to 4.25%.	2,680,000
\$24,040,000 (\$23,185,000 allocated to tax supported debt) Series 2015 Combination Tax and Revenue Certificates of Obligation, due in annual installments of \$815,000 to \$1,800,000 through August 15, 2035; interest at 3.00% to 5.00%.	<u>23,185,000</u>
Total general obligation bonds	<u>\$ 66,880,000</u>

Advance Refunding

The City issued \$2,995,000 in general obligation refunding bonds with the interest rate set at 2.0%. This bond refunded the General Obligation bond, Series 2005, which had interest rates ranging from 4.0% to 4.25%. The net proceeds of \$2,920,656 were deposited in an irrevocable trust with an escrow agent to provide funds for the future debt service payment on the refunded bonds. As a result, the General Obligation bond, Series 2005, is considered defeased and the liability for this bond has been removed from the statement of net position.

The reacquisition price exceeded the net carrying amount of the old debt by \$30,656. This amount is being netted against the new debt and amortized over the remaining life of the refunding debt. The City advance refunded the General Obligation bond, Series 2005, to reduce its total debt service payments \$349,535 and to obtain an economic gain of \$325,970.

Note Payable

The City obtained a loan with an effective interest rate of 1.64% to purchase a new fire engine during fiscal year 2013. The City shall pay the required payments in semi-annual installments over a period of seven years with the first payment to occur in February 2014. The note payable is secured by the fire engine.

The annual requirements to retire the note payable, including interest, as of September 30, 2015, are as follows:

Year Ending September 30,	Principal	Interest	Total
2016	\$ 80,047	\$ 6,672	\$ 86,719
2017	80,705	5,360	86,065
2018	81,365	4,036	85,401
2019	82,032	2,702	84,734
2020	<u>82,705</u>	<u>1,356</u>	<u>84,061</u>
Total	<u>\$ 406,854</u>	<u>\$ 20,126</u>	<u>\$ 426,980</u>

Revenue Debt

A summary of revenue debt outstanding at September 30, 2015, follows:

\$2,155,000 Series 2003 Waterworks and Sewer Revenue Refunding Bonds, due in annual installments of \$75,000 to \$155,000 through February 15, 2023; interest at 4.23%.	\$ 925,000
\$7,150,000 Series 2010 Refunding Bonds, due in annual installments of \$745,000 to \$1,525,000 through August 15, 2020, interest 2.00% - 4.00%	6,405,000
\$19,165,000 (\$6,245,000 allocated to revenue supported debt) Series 2012-A Refunding Bonds, due in annual installments of \$530,000 to \$740,000 through August 15, 2027, interest 3.00% - 5.00%	6,245,000
14,310,000 (\$3,385,000 allocated to revenue supported debt) Series 2012 Refunding Bonds, due in annual installments of \$5,000 to \$720,000 through August 15, 2024 interest at 2.00% - 5.00%	3,365,000
\$3,000,000 Series 2012 Tax Notes, due in annual installments of \$583,000 to \$617,000 through July 1, 2017; interest at 1.42%	1,226,000
\$36,270,000 Series 2012 Combination Tax & Revenue Certificates of Obligation, due in annual installments of \$735,000 to \$2,190,000 through August 15, 2036; interest at 2.00%-5.00%	32,330,000
\$24,040,000 (\$855,000 allocated to revenue supported debt) Series 2015 Combination Tax and Revenue Certificates of Obligation, due in annual installments of \$30,000 to \$65,000 through August 15, 2035; interest at 3.00% to 5.00%.	<u>855,000</u>
Total revenue bonds	<u>\$ 51,351,000</u>

The revenue bonds are payable from a pledge of the surplus revenues derived from the operation of the City's combined Waterworks and Sewer System, after payment of all operation and maintenance expenses. The 2003 Waterworks and Sewer Revenue Refunding Bonds requires a reserve equal to the average annual debt service requirements on the outstanding bonds, which equals \$133,540 at September 30, 2015. The City has \$151,828 in their bond reserve fund at September 30, 2015.

The annual requirements to retire revenue bonds, including interest, as of September 30, 2015, are as follows:

Year Ending September 30,	Principal	Interest	Total
2016	\$ 2,659,000	\$ 2,054,493	\$ 4,713,493
2017	3,037,000	1,966,419	5,003,419
2018	3,410,000	1,866,319	5,276,319
2019	3,465,000	1,746,656	5,211,656
2020	4,055,000	1,614,680	5,669,680
2021-2025	13,250,000	6,225,317	19,475,317
2026-2030	10,240,000	3,683,340	13,923,340
2031-2035	9,855,000	1,583,138	11,438,138
2036	<u>1,380,000</u>	<u>62,100</u>	<u>1,442,100</u>
Total	<u>\$ 51,351,000</u>	<u>\$ 20,802,462</u>	<u>\$ 72,153,462</u>

Note Payable

The City joined the Brushy Creek Regional Wastewater System in 2010. The cities of Austin, Cedar Park, and Round Rock, Texas have agreed to convey to the City of Leander the reserved capacity in the system for \$10,800,000. The City shall pay the required payment in annual installments over a period of 22 years with the first installment to occur on January 31, 2013. The interest that accrued prior to the first payment will be included as principal and paid in accordance with the following maturity schedule.

Year Ending September 30,	Principal	Interest	Total
2016	\$ 465,947	\$ 304,192	\$ 770,139
2017	479,925	290,214	770,139
2018	494,323	275,816	770,139
2019	509,152	260,986	770,138
2020	524,427	245,712	770,139
2021-2025	2,867,782	982,912	3,850,694
2026-2030	3,324,545	526,149	3,850,694
2031-2032	<u>1,473,637</u>	<u>66,640</u>	<u>1,540,277</u>
Total	<u>\$ 10,139,738</u>	<u>\$ 2,952,621</u>	<u>\$ 13,092,359</u>

Capital Leases

The City has acquired certain capital assets for governmental and business-type activities through the use of lease purchase agreements. These lease agreements qualify as capital leases for accounting purposes and, therefore, have been recorded at the present value of their future minimum lease payments as of the inception date.

The assets acquired through capital leases are as follows:

	Business-type Activities
Equipment	\$ <u>45,599</u>
Total Assets	<u>45,599</u>
Less: accumulated depreciation	(<u>17,490</u>)
Net value	\$ <u><u>28,109</u></u>

The future minimum lease obligations and the net present value of these minimum lease payments as of September 30, 2015, were as follows:

Year Ending September 30,	Business-type Activities
2016	\$ 4,198
2017	4,198
2018	4,198
2019	<u>2,450</u>
Total minimum lease payments	15,044
Less: amount representing interest	(<u>1,052</u>)
Present value of minimum lease payments	\$ <u><u>13,992</u></u>

E. DEFINED BENEFIT PENSION POLICIES

Plan Description

The City participates as one of 860 plans in the nontraditional, joint contributory, hybrid defined benefit pension plan administered by the Texas Municipal Retirement System (TMRS). TMRS is an agency created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agency multiple-employer retirement system for municipal employees in the State of Texas. The TMRS Act places the general administration and management of the System with a six-member Board of Trustees. Although the Governor, with the advice and consent of the Senate, appoints the Board, TMRS is not fiscally dependent on the State of Texas. TMRS's defined benefit pension plan is a tax-qualified plan under Sections 401(a) of the Internal Revenue Code. TMRS issues a publicly available comprehensive annual financial report (CAFR) that can be obtained at www.tmrs.org.

All eligible employees of the City are required to participate in TMRS.

Benefits Provided

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the City-financed monetary credits, with interest were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven payments options. Members may also choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75% of the member's deposits and interest.

At the date the plan began, the City granted monetary credits for service rendered before the plan began of a theoretical amount equal to two times what would have been contributed by the employee, with interest, prior to establishment of the plan. Monetary credits for service from November 1, 1984 to December 31, 1985; January 1, 1986 to December 31, 1998; and January 1, 1999 to present are 100%, 150%, and 200%, respectively, of the employee's accumulated contributions.

Beginning in 1999, the City granted an annually repeating (automatic) basis a monetary credit referred to as an updated service credit (USC) which is a theoretical amount which takes into account salary increases or plan improvements. If at any time during their career an employee earns a USC, this amount remains in their account earning interest at 5% until retirement. At retirement, the benefit is calculated as if the sum of the employee's accumulated contributions with interest and the employer match plus employer-financed monetary credits, such as USC, with interest were used to purchase an annuity. Additionally, initiated in 1999, the City provided on an annually repeating (automatic) basis cost of living adjustments (COLA) for retirees equal to a percentage of the change in the consumer price index (CPI).

A summary of plan provisions for the City are as follows:

Employee deposit rate	7%
Matching ratio (City to employee)	2 to 1
Years required for vesting	5
Service retirement eligibility	20 years to any age, 5 years at age 60 and above
Updated service credit	100% Repeating
Annuity increase to retirees	50% of CPI Repeating

Employees covered by benefit terms

At the December 31, 2015 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	37
Inactive employees entitled to but not yet receiving benefits	80
Active employees	<u>196</u>
	<u><u>313</u></u>

Contributions

The contribution rates for employees in TMRS are either 5%, 6%, or 7% of employee gross earnings, and the City matching percentages are with 100%, 150%, or 200%, both as adopted by the governing body of the city. Under the state law governing TMRS, the contributions rate for each city is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Employees for the City were required to contribute 7% of their annual gross earnings during the fiscal year. The contribution rates for the City were 10.9% and 11.19% in calendar years 2014 and 2015, respectively. The City's contributions to TMRS for the year ended September 30, 2015, were \$1,256,450, and were equal to the required contributions.

Net Pension Liability

The City's Net Pension Liability (NPL) was measured as of December 31, 2014, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

Actuarial assumptions

The Total Pension Liability in the December 31, 2014 actuarial valuation was determined using the following actuarial assumptions:

Inflation	3.0% per year
Overall payroll growth	3.0% per year
Investment Rate of Return	7.0%, net of pension plan investment expense, including inflation

Salary increases were based on a service-related table. Mortality rates for active members, retirees, and beneficiaries were based on the gender-distinct RP2000 Combined Healthy Mortality Table, with male rates multiplied by 109% and female rates multiplied by 103%. The rates are projected on a fully generational basis by scale BB to account for future mortality improvements. For disabled annuitants, the gender-distinct RP2000 Disabled Retiree Mortality Table is used, with slight adjustments.

Actuarial assumptions used in the December 31, 2014 valuation were based on the results of actuarial experience studies. The experience study in TMRS was for the period January 1, 2006 through December 31, 2009, first used in the December 31, 2010 valuation. Healthy post-retirement mortality rates and annuity purchase rates were updated based on a Mortality Experience Investigation Study covering the 2009 through 2011, and the dated December 31, 2013. These assumptions were first used in the December 31, 2013 valuation, along with a change to the Entry Age Normal (EAN) actuarial cost method. Assumptions are reviewed annually. No additional changes were made for the 2014 valuation.

The long-term expected rate of return on pension plan investments is 7.0%. The pension plan's policy in regard to the allocation of invested assets is established and may be amended by the TMRS Board of Trustees. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income, in order to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates return for each major assets class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return (Arithmetic)
Domestic Equity	17.5%	4.80%
International Equity	17.5%	6.05%
Core Fixed Income	30.0%	1.50%
Non-Core Fixed Income	10.0%	3.50%
Real Return	5.0%	1.75%
Real Estate	10.0%	5.25%
Absolute Return	5.0%	4.25%
Private Equity	5.0%	8.50%
Total	100.0%	

Discount Rate

The discount rate used to measure the Total Pension Liability was 7.0%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all period of projected benefit payments to determine the Total Pension Liability.

Changes in the Net Pension Liability

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension
	(a)	(b)	(a) - (b)
Balance at 12/31/2013	\$ 19,301,265	\$ 15,148,751	\$ 4,152,514
Changes for the year:			
Service cost	1,575,854	-	1,575,854
Interest	1,387,951	-	1,387,951
Difference between expected and actual experience	148,537	-	148,537
Contributions - employer	-	1,108,677	(1,108,677)
Contributions - employee	-	720,678	(720,678)
Net investment income	-	867,004	(867,004)
Benefit payments, including refunds of employee contributions	(522,639)	(522,639)	-
Administrative expense	-	(9,048)	9,048
Other changes	-	(744)	744
Net changes	<u>2,589,703</u>	<u>2,163,928</u>	<u>425,775</u>
Balance at 12/31/2014	<u>\$ 21,890,968</u>	<u>\$ 17,312,679</u>	<u>\$ 4,578,289</u>

The following presents the net pension liability of the City, calculated using the discount rate of 7.0%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.0%) of 1-percentage-higher (8.0%) than the current rate:

	1% Decrease in Discount Rate (6.0%)	Discount Rate (7.0%)	1% Increase in Discount Rate (8.0%)
City's net pension liability	\$ 8,531,612	\$ 4,578,289	\$ 1,419,531

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's Fiduciary Net Position is available in a separately-issued TMRS financial report. The report may be obtained on the Internet at www.tmr.org.

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2015, the City recognized pension expense of \$1,253,351.

At September 30, 2015, the City reported deferred outflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>
Differences between expected and actual economic experience	\$ 126,374
Difference between projected and actual investment earnings	154,727
Contributions subsequent to the measurement date	<u>983,805</u>
Total	<u>\$ 1,264,906</u>

\$983,805 reported as deferred outflows of resources related to pension resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the year ending September 30, 2015. Other amounts reported as deferred outflows of resources related to pensions will be recognized in pension expenses as follows:

<u>Year Ending December 31,</u>	
2015	\$ 60,845
2016	60,845
2017	60,845
2018	60,844
2019	22,163
Thereafter	15,559

Subsequent Event

Pursuant to TMRS policy of conducting experience studies every four years, the TMRS Board at their July 31, 2015 meeting determined that they would be changing certain actuarial assumptions including reducing the long term expected rate of return from the current 7% to 6.75% and changing the inflation assumption from 3% to 2.5%. Reduction of expected investment return and related discount rate will increase projected pension liabilities. Reducing the inflation assumption reduces liabilities as future annuity levels and future cost of living adjustments are not projected to be a large as originally projected. While the actual impact on the City's valuation for December 31, 2015 is not known the City does expect some downward pressure on its funded status and upward pressure on its 2017 actuarially determined contribution (ADC) due to this change.

F. Other Postemployment Benefit Plans

Retiree Health Plan

Plan Description - The City offers its retired employees medical and dental insurance benefits through a single-employer defined benefit OPEB plan, under City policy. This plan is administered by the City and no separate audited financial statements are available.

The retiree pays 70% of the COBRA medical contribution rate plus 100% of the dental rate for the coverage tier elected. The City pays the balance of the contribution. All active employees who retire directly from the City and meet the eligibility criteria may participate.

Eligibility criteria include retirement at the earlier of a) age 60 with at least 5 years of service or b) 20 years of service without regard to age, and must be eligible to retire from TMRS.

Funding Policy - The City’s annual OPEB cost is calculated based on the annual required contribution of the employer (ARC), an amount actuarially determined in accordance within the parameters of GASB Statement No. 45. The ARC represents an amount that is projected to recognize the normal cost each year and the amortization of any unfunded actuarial liabilities (or funding excess) over a period not to exceed 30 years. The City had its first OPEB actuarial valuation performed for the fiscal year beginning October 1, 2013, as required by GASB. The City’s annual OPEB cost for the fiscal year ending September 30, 2015, is as follows:

Annual required contribution	\$ 64,655
Interest on OPEB obligation	497
Adjustment to ARC	(1,492)
Annual OPEB cost	63,660
Net estimated employer contributions	(14,928)
Increase in net OPEB obligation	48,732
Net OPEB obligation, beginning of year	49,727
Net OPEB obligation, end of year	<u>\$ 98,459</u>

The City’s annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for the current year (4.0% discount rate, and level percent of pay amortization) follows:

<u>Fiscal Year Ended</u>	<u>Annual OPEB Cost</u>	<u>Employer Contribution</u>	<u>Percentage Contributed</u>	<u>Net OPEB Obligation End of Year</u>
9/30/2015	\$ 63,660	\$ 14,928	23.4%	\$ 98,459

Funded Status and Funding Progress - The funded status of the City’s retiree health care plan, as of the most recent actuarial valuation date is as follows:

Actuarial Valuation Date	Actuarial Value of Assets	Actuarial Accrued Liability (AAL)	Unfunded AAL (UAAL)	Funded Ratio	Covered Payroll	UAAL as a Percentage of Covered Payroll
10/1/2013	\$ -	\$ 320,830	\$ 320,830	- %	\$ 9,271,888	3.46%

Actuarial valuations of an ongoing plan involve estimates of the value reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the health care cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The Schedule of Funding Progress presented as Required Supplementary Information following the notes to the financial statements, presents multi-trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits. The 2013 actuarial valuation is the most recent actuarial valuation available, and the only actuarial valuation that has been performed.

Actuarial Methods and Assumptions - The Projected Unit Credit actuarial cost method is used to calculate the GASB ARC for the City’s retiree health care plan. Using the plan benefits, the present health premiums and a set of actuarial assumptions, the anticipated future payments are projected. The projected unit credit method then provides for a systematic recognition of the cost of these anticipated payments. The yearly ARC is computed to cover the cost of benefits being earned by covered members as well as to amortize a portion of the unfunded accrued liability.

Projections of health benefits are based on the plan as understood by the City and include the types of benefits in force at the valuation date and the pattern of sharing benefit costs between the City and the City’s employees to that point. Actuarial calculations reflect a long-term perspective and employ methods and assumptions that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets. Significant methods and assumptions were as follows:

Inflation rate	3.00% per annum
Investment rate of return	1.00%, net of expenses
Actuarial cost method	Projected unit cost
Amortization method	Level as a percentage of employee payroll
Amortization period	30 years, open amortization
Payroll growth	3.00% per annum
Healthcare cost trend rate	Level 5% applied to health claims cost

Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events in the future. Amounts determined regarding the funded status and the annual required contributions of the City’s retiree health care plan are subject to continual revision as actual results are compared to past expectations and new estimates are made about the future.

Supplemental Death Benefits

Plan Description - The City also participates in the cost sharing multiple-employer defined benefit group term life insurance plan operated by the Texas Municipal Retirement System (TMRS) known as the Supplemental Death Benefits Fund (SDBF). The City elected, by ordinance, to provide group term life insurance coverage to both current and retired employees. The City may terminate coverage under and discontinue participation in the SDBF by adopting an ordinance before November 1 of any year to be effective the following January 1.

The death benefit for active employees provides a lump sum payment approximately equal to the employee's annual salary (calculated based on the employee's actual earnings, for the 12-month period preceding the month of death); retired employees are insured for \$7,500; this coverage is an "other postemployment benefit," or OPEB.

Contributions - The City contributes to the SDBF at a contractually required rate as determined by an annual actuarial valuation. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year; the intent is not to pre-fund retiree term life insurance during employees' entire careers.

The City's contributions to the TMRS SDBF for the fiscal year ended 2013, 2014 and 2015 are \$12,296, \$14,323, and \$14,855 respectively, which equaled the required contributions each year.

G. Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; injuries to employees; and other claims of various natures. The City purchases insurance from Texas Municipal League Intergovernmental Risk Pool (TML-IRP) to indemnify it in the event of loss. The City pays annual premiums for such coverage. TML-IRP purchases reinsurance and the City does not retain risk of loss exceeding deductibles. The City has had no significant reduction in insurance coverage from the previous year and claims have not exceeded coverage in the last three years.

H. Commitments

Water System Project

On March 2, 1998, the City entered into a wholesale potable water service agreement with Brazos River Authority ("BRA") and the Lower Colorado River authority ("LCRA"), acting together as the Brazos-Colorado Water Alliance ("Alliance"), whereby the Alliance agreed to acquire, construct, extend, enlarge, improve, expand and replace the Water System as necessary to provide Leander on a wholesale basis potable water in an amount not to exceed 24,000 acre-feet annually. In exchange for services provided by the Alliance, the City of Leander was unconditionally obligated to pay certain capital charges incurred by LCRA, regardless of whether or not the City takes and uses the water provided under this contract. These charges were considered operating expenses of the City's water works and sanitary sewer systems, as LCRA and BRA intended to own and operate the Water System as capital improvements on behalf of the City.

On January 5, 2012, the City purchased the Sandy Creek water treatment plant and related infrastructure from the LCRA. Consequently, the only charges paid by the City to the LCRA are for raw water, both that actually withdrawn and that remaining as stored under permit. Total charges paid in fiscal year 2015 to LCRA under this contract totaled \$2,307,608.

Brushy Creek Regional Wastewater System

In September 2009, the cities of Round Rock, Austin, and Cedar Park entered into a purchase agreement with the LCRA wherein they agreed to buy the Brushy Creek Wastewater System (BCRWWS) from the LCRA. The agreement outlined the proportional share that each city would purchase of the wastewater collection and treatment system. On December 8, 2009, the three cities purchased the BCRWWS assets and entered into a master contract for the financing, construction, ownership, and operation of the BCRWWS. The master contract provided for the terms and conditions by which the cities would jointly own and operate the BCRWWS.

In June 2010, the cities of Round Rock, Austin and Cedar Park sold a share of the BCRWWS assets for the collection system to the City of Leander, and all parties entered into the amended and restated master contract for the financing, construction, ownership, and operation of the Brushy Creek Regional Wastewater System. The joint venture agreement does not provide an explicit contractual formula for outlining the City's claim to assets. It is deemed to be a joint venture with no equity interest and, accordingly, no amounts are reported in the accompanying financial statements for equity interest.

The City has capitalized its portion of cost related to the Brushy Creek Regional Wastewater System. In June 2010, the City purchased reserved capacity in the System components for \$10,800,000 which was financed with a note payable to mature in fiscal year 2032. The BRA is contracted to provide operation of the System, for which each of the cities is billed relative to their System usage. For the current fiscal year, Leander's share of expenses for the operation of the regional facilities was \$396,168.

Economic Development Agreements

Gateway 2000 - The City has entered into an economic development agreement with developers of a shopping center. Under the terms of the agreement, the City pays 50% of the sales taxes collected on sales made within the shopping center. The shopping center represents approximately 15.6% of the City's sales tax collections for the current fiscal year. The terms of the agreement expire in January 2019.

Nameless Valley Ranch - In May 2012, the City entered into an agreement with a developer to construct specified municipal-type infrastructure and the City will make periodic payments to rebate specific impact fees and ad valorem tax collected by the City to the developer. The rebate is not to exceed the developers reimbursable cost and is contingent on the developers performance of the agreement. The terms of the payments are as follows:

- For 15 years from the date of the approval of the final plat of the initial project phase, the developer will receive a rebate of 60% of the water impact fees paid to the City for water connections made within the property.

- For 20 years from the date of the approval of the final plat of the initial project phase, the developer will receive a rebate of 100% of the wastewater impact fee paid to the City for wastewater connections made within the property and the Jonestown wastewater impact fees paid to the City for wastewater connections made within the Jonestown wastewater extension.
- The developer will receive a portion of the total ad valorem tax collected by the City each year during the tax rebate period on the property produced by the levy of a rate equal to \$.2371 per \$100 of assessed valuation. The tax rebate period is for tax years 2014 through 2039.

In July 2012, the developer assigned the rights to the agreement to the Travis County Municipal Utility District (MUD) #19, #20 and #21 upon its creation and approval by the Texas Commission on Environmental Quality (TCEQ). By agreement each MUD has a maximum bond limit of \$74,182,000, \$88,113,000 and \$56,717,000, respectively. The tax rebate period shall end on the earlier of a) December 31st twenty-five (25) years after the date of issuance of the last series of District Bonds (excluding refunding bonds) or b) the date that the sum of the tax rebate payments equals the reimbursable costs. As of year-end, only Travis County MUD #21 has been created. As of year-end the city has \$189,564, set aside as an escrow liability in the water and wastewater fund.

Crescent - In December 2013, the City entered into an agreement with a developer to construct specified municipal-type infrastructure and the City will make periodic payments to rebate specific impact fees, drainage revenue and ad valorem tax collected by the City to the developer. The rebate is not to exceed the developers reimbursable cost and is contingent on the developers performance of the agreement. In accordance with the agreement, the City is to set aside funds from the following revenues to make payments to the developer upon completion of a project:

- Sixty percent (60%) of the water impact fees paid to the City for water connections made within the designated area.
- Sixty percent (60%) of the wastewater impact fee paid to the City for wastewater connections made within the designated area.
- Drainage revenues collected by the City within the designated area.
- The amount payable to the developer each year is 80% of the property tax increment receipts from the subject property and 2.5% of the tax increment receipt that result from assessments and taxes collected on the remainder of all real property within the TIRZ outside the subject property referenced in the agreement.

In December 2013, the developer assigned the rights to the agreement to the Leander TODD Municipal Utility District (MUD) #1 of Williamson County. It is estimated that the MUDs construction cost will be \$101 million. As of year-end the City has set aside funds in an escrow liability in the amount of \$76,843.

Reinvestment Zone Number One – The Tax Increment Reinvestment Zone #1 (the “Zone”) was established by the City in September 2006. It is located within the City limits and the area is substantially the same as the Transportation Oriented Development District. Created under State law, the Zone is to promote private economic development of an area by investing in public infrastructure. The improvements will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City.

The base taxable assessed value of real property within the TIRZ is established when the TIRZ is created. Any incremental growth in the taxable assessed value of real property over the base is considered a “tax increment”. Taxing jurisdictions within the Zone have the option of contributing all or portions of tax collections attributed to the tax increment to the City for use in financing the public infrastructure improvements. The City has entered into tax participation agreement with Williamson County, which obligates both entities to contribute fifty percent (50%) of property taxes collected on the tax increment (“TIRZ revenues”) to the TIRZ fund.

The TIRZ and RB 270 Partnership, entered into an agreement for the TIRZ to reimburse certain developer expenses required to construct and widen County Road 269 just east of US 183A to US Hwy 183, which was later amended to include an additional \$200,000 contributed by the developer to facilitate funding of a segment of County Road 273 between FM 2243 and San Gabriel Parkway. The reimbursable amount is \$569,912. Contingent on the developer complying with the agreement, a portion of the TIRZ revenues are payable to the developer each year. The amount payable to the developer each year or set aside in an escrow account is 80% of the property tax increment receipts from the subject property and 2.5% of the tax increment receipts that result from assessments and taxes collected on the remainder of all real property within the TIRZ outside the subject property referenced in the agreement. The City has paid the developer \$19,315, as of year-end.

The TIRZ and Transit Village Investments, Ltd., entered into an agreement for the TIRZ to reimburse certain developer expenses required to construct and widen County Road 269 just east of US 183A to US Hwy 183, which was later amended to include an additional \$200,000 contributed by the developer to facilitate funding of a segment of County Road 273 between FM 2243 and San Gabriel Parkway. The reimbursable amount is \$1,197,052. Contingent on the developer complying with the agreement, a portion of the TIRZ revenues are payable to the developer each year. The amount payable to the developer each year or set aside in an escrow account is 80% of the property tax increment receipts from the subject property and 2.5% of the tax increment receipts that result from assessments and taxes collected on the remainder of all real property within the TIRZ outside the subject property referenced in the agreement. The City has paid the developer \$19,534, as of year-end.

Construction Commitments

Outstanding construction commitments are as follows at year-end:

	Award	Remaining Commitment
Governmental activities:		
Bagdad Sidewalks	\$ 99,000	\$ 21,877
Benbrook Ranch Regional Ball Fields	1,922,212	410,707
Benbrook Ranch Regional Ball Fields	303,505	22,650
East Street	136,000	22,455
Fire Station #4	246,078	159,950
Hero Way East Waterline	124,975	37,187
Kauffman Loop EST & Pump Station	142,924	119,739
North Bagdad Improvements	261,582	119,533
Ronald Reagan 24" Waterline Ext	266,399	11,113
Ronald Reagan Waterline #2	1,214,279	875,412
Veteran's Park	97,000	28,939
Crystal Falls/183 Turn Lane	49,400	7,050
Police CAD	<u>537,429</u>	<u>34,307</u>
	<u>5,400,783</u>	<u>1,870,919</u>
Business-type activities:		
Hero Way Waterline	104,900	2,656
Hero Way Waterline	717,534	48,132
Ridgmar Landing Waterline	<u>1,036,409</u>	<u>64,527</u>
	<u>\$ 1,858,843</u>	<u>\$ 115,315</u>

Oak Creek Public Improvement District – Special Assessment Debt

The City created the Oak Creek Public Improvement District (PID) in accordance with the PID Act. The purpose of the Oak Creek PID is to fund improvement projects within the District. The City will levy and collect assessments on property in the District, payable in periodic installments.

In October 2014, Special Assessment Revenue Bonds, Series 2014, (Oak Creek Public Improvement District) were issued in the amount of \$5,200,000. The Bonds are special obligations to the City payable solely from the special assessments levied within the PID and other pledged funds held under the indenture. The bonds do not give rise to a charge against the general credit or taxing powers of the City. The City is acting as an agent for the property owners within the District in collecting future assessments, forwarding collections to trustees, and approving bond proceed disbursements.

I. Joint Venture

The City entered into an agreement dated September 2, 2008, with the Cities of Round Rock and Cedar Park for the financing, construction, and operation of the Brushy Creek Regional Utility Authority (BCRUA). The BCRUA intends to own, design, finance, construct, acquire, maintain and operate the System in a manner that will allow the BCRUA to deliver potable water to the cities. The plant opened in June 2012.

The City accounts for this partnership as a joint venture. The City's equity interest is calculated in accordance with the agreement with BCRUA. The City shares in the operating results of this joint venture so the City adjusts its equity interest by the amount of its participating share of the joint venture's change in net position. Separate financial statements can be obtained by contacting the Board of Directors of the BCRUA at 221 E. Main Street, Round Rock, Texas 78664. Condensed financial statements for BCRUA are as follows:

Statement of Net Position

September 30, 2015

	<u>BCRUA</u>	<u>Leander's Interest</u>
Assets		
Cash and cash equivalents	\$ 11,498,844	\$ 5,209,316
Receivables, net	115,160	85,594
Restricted cash and cash equivalents	25,327,238	11,637,598
Due from other funds	56,325	5,341
Capital assets	<u>160,746,875</u>	<u>77,514,940</u>
Total assets	<u>197,744,442</u>	<u>94,452,789</u>
Liabilities		
Accounts payable	991,742	446,902
Retainage payable	1,582,268	747,830
Due to partner cities	133,407	97,030
Accrued interest	1,341,828	684,344
Due to other funds	56,325	-
Bonds payable	<u>172,885,000</u>	<u>88,180,000</u>
Total liabilities	<u>176,990,570</u>	<u>90,156,106</u>
Net Position	<u>\$ 20,753,872</u>	<u>\$ 4,296,683</u>

Statement of Activities and Changes in Net Position

For the Year Ended September 30, 2015

	BCRUA	Leander's Interest
Operating revenues	\$ 821,883	\$ 384,850
Operating expenses	(8,940,700)	(4,523,752)
Nonoperating income	<u>192,985</u>	<u>98,805</u>
Income before contributions	<u>(7,925,832)</u>	<u>(4,040,097)</u>
Capital contributions	11,271,265	5,751,338
Change in net position	<u>3,345,433</u>	<u>1,711,241</u>
Net position, beginning	<u>17,408,439</u>	<u>2,585,442</u>
Net position, ending	<u>\$ 20,753,872</u>	<u>\$ 4,296,683</u>

In July 2009, the BCRUA issued \$182 million of Contract Revenue Bonds, which were purchased by the Texas Water Development Board. These Bonds were issued to finance the Brushy Creek Regional Water Treatment and Distribution Project in accordance with the bylaws of the BCRUA. The City is obligated to repay \$91.2 million of these Bonds, which is based on its reserved capacity of 47.22%. These Bonds are included in BCRUA financial statements, which the City report its investment in the joint venture (BCRUA) in its financial statements. The City of Round Rock, Texas and Cedar Park, Texas are obligated to repay the remaining \$90.8 million of the Bonds.

As of year-end the annual requirements to retire the City of Leander's portion of contract revenue debt are as follows:

Year Ending September 30,	Principal	Interest	Total
2016	1,850,000	4,197,311	6,047,311
2017	2,175,000	4,136,187	6,311,187
2018	2,290,000	4,059,975	6,349,975
2019	2,410,000	3,976,069	6,386,069
2020	2,540,000	3,882,513	6,422,513
2021-2025	14,835,000	17,676,445	32,511,445
2026-2030	19,155,000	13,840,884	32,995,884
2031-2035	24,740,000	8,515,751	33,255,751
2036-2038	<u>18,185,000</u>	<u>1,880,572</u>	<u>20,065,572</u>
Total	<u>\$ 88,180,000</u>	<u>\$ 62,165,707</u>	<u>\$ 150,345,707</u>

J. Future Financial Reporting Requirements

The GASB has issued the following statement which will become effective in future years.

Statement No. 75, “*Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*” – This statement changes the focus of accounting of postemployment benefits other than pensions from whether an entity is responsible for funding the benefits over time to a point-in-time liability that is reflected on the employer’s financial statements for any actuarially unfunded portion of benefits earned to date. This statement will become effective for the City in fiscal year 2018.

Statement No. 77, “*Tax Abatement Disclosures*” – This statement requires governments that enter into tax abatement agreements to provide certain disclosures regarding these commitments. This statement will become effective for the City in fiscal year 2017.

**REQUIRED
SUPPLEMENTARY INFORMATION**

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CITY OF LEANDER, TEXAS
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL

GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2015

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
REVENUES				
Taxes:				
Property	\$ 10,130,000	\$ 10,250,000	\$ 10,334,995	\$ 84,995
Franchise	1,292,700	1,292,700	1,806,357	513,657
Sales	2,900,000	3,600,000	3,469,477	(130,523)
Mixed beverage	5,500	5,500	8,653	3,153
Licenses and permits	3,816,135	3,939,885	5,745,258	1,805,373
Intergovernmental	516,751	541,751	523,212	(18,539)
Fines and forfeitures	460,500	460,500	356,075	(104,425)
Charges for services	2,146,900	2,214,900	2,477,350	262,450
Interest	8,500	8,500	26,156	17,656
Donations/contributions	41,000	41,000	46,219	5,219
Other	42,615	43,445	187,013	143,568
Total revenues	21,360,601	22,398,181	24,980,765	2,582,584
EXPENDITURES				
Current:				
General government	6,974,827	6,849,777	6,528,618	321,159
Public safety	9,877,764	9,981,764	9,623,599	358,165
Public works	3,203,766	3,249,596	3,148,837	100,759
Parks and recreation	1,820,177	1,820,177	1,721,096	99,081
Capital outlay	1,755,606	1,944,656	1,874,291	70,365
Total expenditures	23,632,140	23,845,970	22,896,441	949,529
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(2,271,539)	(1,447,789)	2,084,324	3,532,113
OTHER FINANCING SOURCES (USES)				
Transfers in	1,490,000	1,490,000	1,490,000	-
Transfers out	(1,004,371)	(3,281,671)	(3,259,670)	22,001
Sale of capital assets	5,000	5,000	14,265	9,265
Total other financing sources and uses	490,629	(1,786,671)	(1,755,405)	31,266
NET CHANGE IN FUND BALANCES	(1,780,910)	(3,234,460)	328,919	3,563,379
FUND BALANCES, BEGINNING	9,823,477	9,823,477	9,823,477	-
PRIOR PERIOD ADJUSTMENT	-	-	160,123	160,123
FUND BALANCES, ENDING	\$ 8,042,567	\$ 6,589,017	\$ 10,312,519	\$ 3,723,502

CITY OF LEANDER, TEXAS

NOTES TO BUDGETARY INFORMATION

SEPTEMBER 30, 2015

Budgetary Information

Sixty days prior to the beginning of each fiscal year, the City Manager submits to the City Council a proposed budget for fiscal year beginning on the following October 1. The operating budget includes proposed expenditures and the means of financing them. Work sessions are conducted to obtain Council Member comments, and public hearings are conducted to obtain citizen comments. The budget is legally enacted by the City Council through the adoption of an ordinance prior to the beginning of the fiscal year. The City Manager is authorized to transfer budgeted amounts between a line item within a fund. Any revisions that alter the total expenditures of any fund must be approved by the City Council.

Formal budgetary integration is employed as a management control device during the year for all governmental and proprietary fund types. The budgets for all funds are adopted on a basis consistent with generally accepted accounting principles. Appropriations lapse at year-end.

CITY OF LEANDER, TEXAS

**SCHEDULE OF CHANGES IN NET PENSION LIABILITY
AND RELATED RATIOS**

FOR THE YEAR ENDED SEPTEMBER 30, 2015

Plan Year	<u>2014</u>
A. Total pension liability	
Service Cost	\$ 1,575,854
Interest (on the Total Pension Liability)	1,387,951
Difference between expected and actual experience	148,537
Benefit payments, including refunds of employee contributions	<u>(522,639)</u>
Net change in total pension liability	2,589,703
Total pension liability - beginning	<u>19,301,265</u>
Total pension liability - ending (a)	<u>21,890,968</u>
B. Plan fiduciary net position	
Contributions - employer	1,108,677
Contributions - employee	720,678
Net investment income	867,004
Benefit payments, including refunds of employee contributions	(522,639)
Administrative expenses	(9,048)
Other	<u>(744)</u>
Net change in plan fiduciary net position	2,163,928
Plan fiduciary net position - beginning	<u>15,148,751</u>
Plan fiduciary net position - ending (b)	<u>17,312,679</u>
C. Net pension liability - ending (a) - (b)	<u>\$ 4,578,289</u>
D. Plan fiduciary net position as a percentage of total pension liability	79.09%
E. Covered employee payroll	\$ 10,295,399
F. Net position liability as a percentage of covered employee payroll	44.47%

CITY OF LEANDER, TEXAS
SCHUEDLE OF CONTRIBUTIONS
FOR THE YEAR ENDED SEPTEMBER 30, 2015

Fiscal Year	<u>2014</u>	<u>2015</u>
Actuarial determined contribution	\$ 1,106,661	\$ 1,256,450
Contributions in relation to the actuarially determined contribution	<u>1,106,661</u>	<u>1,256,450</u>
Contribution deficiency (excess)	-	-
Covered employee payroll	10,134,499	11,426,686
Contributions as a percentage of covered employee payroll	10.92%	11.00%

NOTES TO SCHEDULE OF CONTRIBUTIONS

Valuation Date Actuarially determined contribution rates are calculated as of December 31 and become effective in January, 13 months later.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization Period	30 years
Asset Valuation Method	10 Year smoothed market; 15% soft corridor
Inflation	3.00%
Salary Increases	3.50% to 12.00% including inflation
Investment Rate of Return	7.00%
Retirement Age	Experience-based table of rates that are specific to the City's plan of benefits. Last updated for the 2010 valuation pursuant to an experience study of the period 2005-2009.
Mortality	RP2000 Combined Mortality Table with Blue Collar Adjustment with male rates multiplied by 109% and female rates multiplied by 103% and projected on a fully generational basis of with BB.

Other Information There were no benefit changes during the year.

**COMBINING
FINANCIAL STATEMENTS**

CITY OF LEANDER, TEXAS
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2015

	<u>Traffic Impact Analysis</u>	<u>Court Security</u>	<u>Court Technology</u>	<u>Parks Dedication</u>	<u>Police Special Revenue</u>	<u>Police Forfeiture</u>
ASSETS						
Cash and investments	\$ 545,489	\$ 95,873	\$ 25,842	\$ 735,399	\$ 72,703	\$ 1,474
Due from other governments	-	-	-	-	-	-
Total assets	<u>545,489</u>	<u>95,873</u>	<u>25,842</u>	<u>735,399</u>	<u>72,703</u>	<u>1,474</u>
LIABILITIES						
Accounts payable	3,005	-	334	-	889	-
Due to other funds	-	-	-	-	-	-
Customer deposits	-	-	-	-	-	-
Total liabilities	<u>3,005</u>	<u>-</u>	<u>334</u>	<u>-</u>	<u>889</u>	<u>-</u>
FUND BALANCES						
Restricted for:						
Traffic impact analysis	542,484	-	-	-	-	-
Court security	-	95,873	-	-	-	-
Court technology	-	-	25,508	-	-	-
Parks	-	-	-	735,399	-	-
Police	-	-	-	-	71,814	1,474
Traffic enforcement	-	-	-	-	-	-
Promote economic development	-	-	-	-	-	-
TIRZ #1 projects	-	-	-	-	-	-
Committed:						
Fire rescue	-	-	-	-	-	-
Parks	-	-	-	-	-	-
Public arts	-	-	-	-	-	-
Total fund balances	<u>542,484</u>	<u>95,873</u>	<u>25,508</u>	<u>735,399</u>	<u>71,814</u>	<u>1,474</u>
Total liabilities and fund balances	<u>\$ 545,489</u>	<u>\$ 95,873</u>	<u>\$ 25,842</u>	<u>\$ 735,399</u>	<u>\$ 72,703</u>	<u>\$ 1,474</u>

<u>Fire Rescue</u>	<u>Step</u>	<u>TIRZ #1</u>	<u>Public Arts</u>	<u>CID/HRT</u>	<u>Hotel Occupancy</u>	<u>Parks Special Revenue</u>	<u>Total Nonmajor Governmental Funds</u>
\$ 28,812	\$ 187,737	\$ 151,904	\$ 24,231	\$ -	\$ 476	\$ 21,727	\$ 1,891,667
-	-	-	-	10,225	-	-	10,225
<u>28,812</u>	<u>187,737</u>	<u>151,904</u>	<u>24,231</u>	<u>10,225</u>	<u>476</u>	<u>21,727</u>	<u>1,901,892</u>
3,800	-	76,843	-	3,035	-	968	88,874
-	-	21,200	-	4,977	-	-	26,177
-	-	-	-	-	-	1,480	1,480
<u>3,800</u>	<u>-</u>	<u>98,043</u>	<u>-</u>	<u>8,012</u>	<u>-</u>	<u>2,448</u>	<u>116,531</u>
-	-	-	-	-	-	-	542,484
-	-	-	-	-	-	-	95,873
-	-	-	-	-	-	-	25,508
-	-	-	-	-	-	-	735,399
-	-	-	-	2,213	-	-	75,501
-	187,737	-	-	-	-	-	187,737
-	-	-	-	-	476	-	476
-	-	53,861	-	-	-	-	53,861
25,012	-	-	-	-	-	-	25,012
-	-	-	-	-	-	19,279	19,279
-	-	-	24,231	-	-	-	24,231
<u>25,012</u>	<u>187,737</u>	<u>53,861</u>	<u>24,231</u>	<u>2,213</u>	<u>476</u>	<u>19,279</u>	<u>1,785,361</u>
<u>\$ 28,812</u>	<u>\$ 187,737</u>	<u>\$ 151,904</u>	<u>\$ 24,231</u>	<u>\$ 10,225</u>	<u>\$ 476</u>	<u>\$ 21,727</u>	<u>\$ 1,901,892</u>

CITY OF LEANDER, TEXAS

**COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES**

NONMAJOR GOVERNMENTAL FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2015

	Traffic Impact Analysis	Court Security	Court Technology	Parks Dedication	Police Special Revenue	Police Forfeiture
REVENUES						
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses, permits and fees	170,062	-	-	465,489	-	-
Intergovernmental	-	-	-	-	-	-
Fines and forfeitures	-	24,834	13,972	-	-	-
Charges for services	-	-	-	-	22,922	-
Contributions	174,084	-	-	60,944	-	-
Investment earnings	1,162	159	43	1,159	115	2
Other	-	-	-	-	-	1,398
Total revenues	<u>345,308</u>	<u>24,993</u>	<u>14,015</u>	<u>527,592</u>	<u>23,037</u>	<u>1,400</u>
EXPENDITURES						
Current:						
General government	1,192	-	5,444	-	-	-
Public safety	-	3,181	5,388	-	889	-
Parks and recreation	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-
Capital outlay	333,556	-	-	1,377,516	-	-
Total expenditures	<u>334,748</u>	<u>3,181</u>	<u>10,832</u>	<u>1,377,516</u>	<u>889</u>	<u>-</u>
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	<u>10,560</u>	<u>21,812</u>	<u>3,183</u>	<u>(849,924)</u>	<u>22,148</u>	<u>1,400</u>
OTHER FINANCING SOURCES (USES)						
Transfers in	-	-	-	895,000	-	-
Transfers out	(48,000)	-	-	-	-	-
Total other financing sources (uses)	<u>(48,000)</u>	<u>-</u>	<u>-</u>	<u>895,000</u>	<u>-</u>	<u>-</u>
NET CHANGE IN FUND BALANCES	<u>(37,440)</u>	<u>21,812</u>	<u>3,183</u>	<u>45,076</u>	<u>22,148</u>	<u>1,400</u>
FUND BALANCES, BEGINNING	452,931	74,061	22,325	731,573	49,666	74
PRIOR PERIOD ADJUSTMENT	<u>126,993</u>	<u>-</u>	<u>-</u>	<u>(41,250)</u>	<u>-</u>	<u>-</u>
FUND BALANCES, ENDING	<u>\$ 542,484</u>	<u>\$ 95,873</u>	<u>\$ 25,508</u>	<u>\$ 735,399</u>	<u>\$ 71,814</u>	<u>\$ 1,474</u>

<u>Fire Rescue</u>	<u>Step</u>	<u>TIRZ #1</u>	<u>Public Arts</u>	<u>CID/HRT</u>	<u>Hotel Occupancy</u>	<u>Parks Special Revenue</u>	<u>Total Nonmajor Governmental Funds</u>
\$ -	\$ -	\$ 191,606	\$ -	\$ -	\$ -	\$ -	\$ 191,606
-	-	-	-	-	-	-	635,551
-	-	-	-	45,512	-	-	45,512
-	62,694	-	-	-	-	-	101,500
8,127	-	-	-	-	-	29,394	60,443
-	-	-	231	-	-	-	235,259
52	326	169	20	2	2	42	3,253
-	-	-	-	-	-	-	1,398
<u>8,179</u>	<u>63,020</u>	<u>191,775</u>	<u>251</u>	<u>45,514</u>	<u>2</u>	<u>29,436</u>	<u>1,274,522</u>
-	-	9,550	-	-	-	-	16,186
7,800	38,633	-	-	45,512	-	-	101,403
-	-	-	-	-	-	26,514	26,514
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	1,711,072
<u>7,800</u>	<u>38,633</u>	<u>9,550</u>	<u>-</u>	<u>45,512</u>	<u>-</u>	<u>26,514</u>	<u>1,855,175</u>
<u>379</u>	<u>24,387</u>	<u>182,225</u>	<u>251</u>	<u>2</u>	<u>2</u>	<u>2,922</u>	<u>(580,653)</u>
-	-	72,056	22,755	-	-	-	989,811
-	-	(189,200)	-	-	-	-	(237,200)
-	-	(117,144)	22,755	-	-	-	752,611
<u>379</u>	<u>24,387</u>	<u>65,081</u>	<u>23,006</u>	<u>2</u>	<u>2</u>	<u>2,922</u>	<u>171,958</u>
24,633	163,350	(11,220)	1,225	2,211	474	16,357	1,527,660
-	-	-	-	-	-	-	85,743
<u>\$ 25,012</u>	<u>\$ 187,737</u>	<u>\$ 53,861</u>	<u>\$ 24,231</u>	<u>\$ 2,213</u>	<u>\$ 476</u>	<u>\$ 19,279</u>	<u>\$ 1,785,361</u>

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COMPLIANCE SECTION

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PATTILLO, BROWN & HILL, L.L.P.
CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Honorable Mayor
and City Council of the
City of Leander, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Leander, Texas, as of and for the year ended September 30, 2015, and the related notes to the financial statements, which collectively comprise City of Leander, Texas' basic financial statements, and have issued our report thereon dated February 12, 2016.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered City of Leander, Texas' internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City of Leander, Texas' internal control. Accordingly, we do not express an opinion on the effectiveness of City of Leander, Texas' internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether City of Leander, Texas' financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
February 12, 2016



P A T T I L L O , B R O W N & H I L L , L . L . P .
CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

To the Honorable Mayor
and City Council of the
City of Leander, Texas

We have audited the financial statements of the City of Leander, Texas as of and for the year ended September 30, 2015, and have issued our report thereon dated February 12, 2016. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated August 17, 2015, our responsibility, as described by professional standards, is to form and express opinions about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the City solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, and, as appropriate, our firm have complied with all relevant ethical requirements regarding independence.

As a part of the engagement we assisted in preparing the financial statements, and related notes to the financial statements of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services were not conducted in accordance with *Government Auditing Services*.

In order to ensure we maintain our independence for performing these nonaudit services certain safeguards were applied to this engagement. Management assumed responsibility for the financial statements, schedule of expenditures of federal awards, and related notes to the financial statements and any other nonaudit services we provided. Management acknowledged in the management representation letter our assistance with the preparation of the financial statements, schedule of expenditures of federal awards, and related notes to the financial statements and that these items were reviewed and approved prior to their issuance and accepted responsibility for them. Further, the nonaudit services were overseen by an individual within management that has the suitable skill, knowledge, or experience; evaluated the adequacy and results of the services; and accepted responsibility for them.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the City is included in Note 1 to the financial statements. As described in Note 1 to the financial statements, during the year, the City changed its method of accounting for pension liabilities by adopting Governmental Accounting Standards (GASB) Statement No. 68, *Accounting and Financial Reporting for Pensions—an amendment of GASB Statement No. 27* and Governmental Accounting Standards (GASB) Statement No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date—an amendment of GASB Statement No. 68*. Accordingly, the cumulative effect of the accounting change as of the beginning of the year has been reported in the Statement of Activities. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

Management's estimate of the useful lives of capital assets is based on the expected lifespan of the asset in accordance with standard guidelines. We evaluated the key factors and assumptions used to develop the estimate of useful lives in determining that it is reasonable in relation to the financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimate of the net pension liability is based on actuarial assumptions which are determined by the demographics of the plan and future projections that the actuarial makes based on historical information of the plan and the investment market. We evaluated the key factors and assumptions used to develop the net pension liability and determined that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Management's estimate of the allowance for uncollectible accounts is based on historical collection rates. We evaluated the key factors and assumptions used to develop the estimates listed above in determining that they are reasonable in relation to the financial statements taken as a whole.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the City's financial statements relate to the net pension liability. The disclosures in the financial statements are neutral, consistent, and clear.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. Management has corrected all identified misstatements.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures.

None of the misstatements identified by us as a result of our audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole or applicable opinion units.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the City's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management, which are included in the management representation letter dated February 12, 2016.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the City, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the City's auditors.

This report is intended solely for the information and use of the City Council and management of the City of Leander and is not intended to be and should not be used by anyone other than these specified parties.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
February 12, 2016



**MINUTES
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS**

Pat Bryson Municipal Hall
201 North Brushy Street ~ Leander, Texas



Thursday ~ February 4, 2016 at 7:00 PM

Mayor – Christopher Fielder

Place 1 – Andrea Navarrette (Mayor Pro Tem)

Place 2 – Michelle Stephenson

Place 3 – Shanan Shepherd

Place 4 – Ron Abruzzese

Place 5 – Jeff Seiler

Place 6 – Troy Hill

City Manager – Kent Cagle

1. Open meeting, Invocation, Pledges of Allegiance

Mayor Fielder opened the meeting at 7:00 pm and welcomed those in attendance

Mayor Pro Tem Navarrette delivered the invocation

2. Roll Call

All present except Council Member Stephenson

3. Staff Comments:

Kent Cagle, City Manager recognized Debora Penberg, Deputy City Secretary for graduating from the Texas Municipal Clerks Certification program

Steve Bosak, Parks & Recreation Director invited everyone to the grand opening of the Benbrook Ranch Baseball Fields on February 27, 2016

4. Citizen Comments: Three (3) minutes allowed per speaker

Please turn in speaker request form before the meeting begins

No citizen comments

5. Proclamation declaring February 2016 as “Black History Month” in the City of Leander

Sponsored by Eric Zeno

Council Member Seiler read the Proclamation and presented it to Eric Zeno, Economic Development Manager

Eric Zeno invited council to the celebration of Black History month on Feb. 26th at Hill Country Bible Church

6. Presentation from the Austin Home Builders Association

Sponsored by Mayor Fielder

Geoffrey Tahuahua with the Austin Home Builders Association gave a presentation

7. Presentation on the State of the Leander Chamber of Commerce by Bridget Brandt

Bridget Brandt, President of the Leander Chamber of Commerce and Visitors Center gave a presentation on the State of the Chamber of Commerce

8. Presentation of the 2015 “National Night Out” Award to the City of Leander

Greg Minton, Chief of Police talked about National Night Out 2015 and spoke about the award The City of Leander Police Department received.

CONSENT AGENDA: ACTION

9. Approval of the minutes: January 21, 2016
10. Dedication and Acceptance of Subdivision Infrastructure Improvements for Borho Phase 6 & 9
11. Wastewater Pump and Haul Agreement with Meritage Homes of Texas, LLC for the Stewart Crossing Subdivision

Motion made by Mayor Pro Tem Navarrette to approve the consent agenda. Second by Council Member Shepherd. Motion passes, all voting "aye"

PUBLIC HEARING: ACTION

12. **Public Hearing:** on an Ordinance Establishing Construction Zone Speed Limits of 35 MPH for Old 2243 West from US Hwy 183 to Bagdad Road and 45 MPH from Bagdad Road to 1,000 feet west of Lakeline Boulevard. The purpose of this public hearing is to elicit citizen comments concerning the proposed establishment of construction zone speed limits of 35 and 45 mph, as noted above, for Old 2243 West.
Wayne Watts, City Engineer explained

No speakers

Action: on Consideration of an Ordinance Establishing Construction Zone Speed Limits of 35 MPH for Old 2243 West from US Hwy 183 to Bagdad Road and 45 MPH from Bagdad Road to 1,000 feet west of Lakeline Boulevard.

Motion made by Mayor Fielder to approve. Second by Council Member Seiler. Motion passes, all voting "aye"

REGULAR AGENDA

13. Consider Joint Election Agreement and Contract for Election Services with Williamson County to conduct May 7, 2016 Election for both Williamson and Travis County voters in the City of Leander
Kent Cagle, City Manager explained

Motion made by Council Member Shepherd to approve. Second by Mayor Pro Tem Navarrette. Motion passes, all voting "aye"

14. Consider adopting a Traffic Calming Device Policy for Residential Neighborhoods
Pat Womack, Director of Public Works explained

Motion made by Council Member Seiler to approve. Second by Mayor Pro Tem Navarrette. Motion passes, 4 to 2 with Council Members Abruzzese and Council Member Hill voting against.

15. Consider Old Town Christmas Festival, Parade and Tree Lighting
Steve Bosak, Parks & Recreation Director explained

16. Council Member Closing Statements
Council Members gave their closing statements

EXECUTIVE SESSION

17. Convene into executive session pursuant to Section 551.072, Texas Government Code, to deliberate the acquisition and value of real property to consider Purchase Contract for the acquisition of 0.392 acres of right-of-way from HEB for the Old 2243 Roadway Improvements Project in the amount of \$153,594.00

Council convened into executive session at 8:15 pm

Council reconvened into open session at 8:27 pm

18. Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding the acquisition and value of real property to consider Purchase Contract for the acquisition of 0.392 acres of right-of-way from HEB for the Old 2243 Roadway Improvements Project in the amount of \$153,594.00

Motion made by Mayor Pro Tem Navarrette to approve an offer and purchase contract for the acquisition of 0.392 acres of right-of-way from HEB for the Old 2243 Roadway Improvements Project in the amount of \$153,594.00. Second by Council Member Hill. Motion passes, all voting "aye"

19. Adjournment

With there being no further business, the meeting adjourned at 8:29 pm

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC, City Secretary



Executive Summary

February 18, 2016

Subject: Approval of the Liberty Fest *Site Use Permit Agreement* with Austin Community College

Background: Attached for Council consideration is a *Site Use Permit Agreement* for this year's Liberty Fest. The Festival will again be on the Austin Community College property east of Capital Metro's Leander Station.

Liberty Fest is scheduled for Sunday, July 3rd.

Financial Consideration: None.

Recommendation: Staff respectfully recommends Council approval of the Liberty Fest Site Use Permit Agreement and authorization for the City Manager to execute the agreement on behalf of the City.

Attachments: *Site Use Permit Agreement*

Prepared by: Stephen Bosak, Parks & Recreation Director

- (d) Not permit, suffer or allow any activities of the City to interfere with any other facilities or activities on the Property.
- (e) Maintain risk pool insurance in the amount of \$3,000,000 for each occurrence, to cover any incidents, injuries or occurrence related to the City's use of the Property, and provide the Owner with copies of certificates of insurance demonstrating compliance with this subsection prior to the date of the event. Such insurance coverage shall name Owner. The City waives all rights against Owner for damages caused by any peril to the extent covered by insurance provided under the insurance requirements of this Agreement City will require each vendor to maintain commercially reasonable insurance, including automobile liability and general liability insurance with appropriate coverage for the vendor's activities, naming the City and Owner as additional insureds, and with waiver of subrogation endorsements in favor of the City and ACC, to the extent available.
- (f) Pay the fees associated with this use permit timely as provided in Section 5.
- (g) Not permit any construction or alteration of any buildings or facilities which has not been expressly approved by the Owner.
- (h) Provide portable restroom facilities and hand washing stations for the duration of Liberty Fest, which facilities shall be removed prior to the end of the Term.
- (i) Allow not-for-profit and for-profit vendors to sell food, beverage and other complimentary goods for the purpose of providing attendees with goods and services consistent with the purpose of the event.
- (j) Provide temporary electrical service and water service.
- (k) Provide security and traffic control as needed, during Liberty Fest.
- (l) Provide fire and EMS personnel during Liberty Fest.
- (m) Provide all labor, equipment and materials to set-up, hold, breakdown and clean-up Liberty Fest. The breakdown and clean-up of Liberty Fest shall begin immediately after the end of the event and shall be completed no later than July 8, 2016.
- (n) Provide Owner recognition as a Grand Finale Sponsor on brochures, flyers and banners;
- (o) Provide, at its sole cost and expense, such safety devices, monitoring, supervision, lighting, personnel, and other services, resources, facilities or amenities as may be reasonably necessary to render the Property suitable for the City's intended use and to conduct the event(s) in a reasonably safe, orderly and well-run manner, and to provide take down and clean-up in a timely manner

Section 5. Owner's Rights and Duties. The Owner agrees that for the sole consideration expressed herein, the City shall have use of the Property as described. The Owner shall not charge any additional rental or admission fees to the City except as provided in Section 5. The Owner shall:

- (a) Not suffer, permit or allow the Property to be utilized in a manner inconsistent with the intended use as a location for sponsoring the event during the period from July 3 to July 4th, 2016.
- (b) Provide at least 30 days written notice to the City should the Owner need to use the Property on a date the City is scheduled to use the Property.

Section 6. Fees and Costs of Usage. The City shall pay the Owner a fee of Ten Dollars (\$10.00) for use the Property pursuant to this Agreement (the “Use Fee”) within five (5) days of execution of this Agreement.

Section 7. Notices. Any notice required to be given under this Agreement shall be in writing. Any notice given shall be deemed to have been given when hand delivered, as indicated by the date of delivery from the records of the courier service or, if mailed, as of seventy-two hours from the time when notice was deposited in the United States mails (certified or registered, return receipt requested, postage prepaid), addressed to the Party to be served as indicated herein, whether or not actually received. Notice given in any other manner will be deemed given when and if actually received. Either Party may change its address for purposes of notice by giving notice of such change of address to the other Party.

To Owner At:
Austin Community College
9101 Tuscany Way
Austin, TX 78754
Attn: William Mullane
Phone: 512 223-1024 _____
Email: wnullane@austincc.edu _____

To City At:
City of Leander
P.O. Box 319
Leander, TX 78646
Attn: City Manager
Phone: _____
Email: _____

Section 8. Amendments and Changes. No alteration, addition or amendment to the terms of this Agreement shall be made except by a formal written amendment hereto executed by both parties. Any and all agreements heretofore made, if any, between the parties regarding the subject matter of this Agreement have been reduced to writing and are contained herein. This Agreement states the sole and exclusive terms of the agreement between the parties regarding the subject matter of this Agreement, and any and all prior agreements, regarding such subject matter, not set forth herein are null and void.

Section 9. Indemnity. To the extent permitted by applicable law, the City agrees to indemnify and hold harmless Owner and its officers, directors, agents, employees and representatives from and against all liability for any and all claims, suits, demands, and/or actions arising from or based upon intentional or negligent acts or omissions on the part of the City which may arise out of or result from City's occupancy or use of the Property and/or activities conducted in connection with or incidental to this Agreement. This provision shall survive termination or completion of this Agreement.

Section 10. Texas Law Governs. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Williamson County, Texas. Venue shall lie exclusively in Williamson County, Texas.

Section 11. Prohibition of Exclusive Right. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right.

Section 12. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein. However, if City's obligation to pay the fee set forth in Section 5 or any other payment due to be paid by the City pursuant to this Agreement is determined to be invalid or unenforceable, this Agreement shall terminate.

Section 13. Survival. Any provisions of this Agreement that state that they survive termination or completion, or which are performable or which may be performed after termination or completion, shall survive termination or completion.

IN WITNESS WHEREOF, the parties have executed this Agreement by their officers thereunto duly authorized and such Agreement is effective as of the first date indicated above.

OWNER: Austin Community College

CITY: City of Leander, Texas

By: _____
Dr. Richard M. Rhodes, CEO/President

By: _____
Kent Cagle, City Manager
P.O. Box 319
Leander, TX 78646

Attest:

By: _____
Debbie Haile, City Secretary



Exhibit A - Site Map

E SAN GABRIEL PKWY



Feet

0 300 600

US 183

MEL MATHIS BLVD

183A TOLL RD FR NB
183A TOLL RD FR SB

183A TOLL RD SB

183A TOLL RD NB

METRO DR

N US 183

Liberty Fest Festival Site

HERO WAY



Executive Summary

February 18, 2016

Subject: Approval of a License Agreement with Capital Metro for Liberty Fest Fireworks

Background: Once again Capital Metro is allowing the City to launch Liberty Fest fireworks from Leander Station. This is the fifth year Capital Metro has partnered with us for this event.

Liberty Fest is scheduled for Sunday, July 3rd and the rain date for fireworks only is Sunday, July 4th.

Financial Consideration: None

Recommendation: Staff respectfully requests Council approval of a License Agreement to launch fireworks from Leander Station and authorization for the City Manager to execute it.

Attachments: License Agreement

Prepared by: Stephen Bosak, Parks & Recreation Director

TEMPORARY LICENSE AGREEMENT

This Temporary License Agreement and use permit (the "Agreement") is entered into by and between Capital Metropolitan Transportation Authority, a transportation authority and political subdivision for the State of Texas organized under Chapter 451 of the Texas Transportation Code (the "Capital Metro") and the City of Leander, a Texas home rule municipality (the "City"), hereinafter referred to collectively as "the Parties."

Whereas, the City wishes to use the property identified in Exhibit A (the "Licensed Property") that is hereby attached and made part of this Agreement to launch fireworks for the City's 2016 Liberty Fest Celebration on July 3, 2016;

Whereas, the Parties intend to conform this Agreement in all respects with the Interlocal Cooperative Act, Texas Government Code Section 791.001, et seq.;

NOW, THEREFORE, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Agreement and for and in consideration of Ten & No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Property Maintenance.

- (a) **License Terms.** Capital Metro hereby grants an exclusive personal license to City to use the portion of Capital Metro's Property set forth in Exhibit A, attached hereto, to launch fireworks for the City's 2016 Liberty Fest Celebration, including the right to set up the necessary equipment and temporary facilities or tents ("Permitted Use").

Capital Metro grants City a non-exclusive right-of-way for ingress and egress over and across so much of Capital Metro's Property as may be reasonably required by City for ingress and egress of City traffic, with limited ingress and egress for vehicular traffic to the extent necessitated by the Permitted Use.

1. Exclusions/Prohibitions.

- i. City is not allowed to place any equipment on the Capital Metro railroad tracks and railroad station located near the Property; and
 - ii. City is not allowed to engage in any activity, on or near the railroad tracks and railroad station, which will impede or interfere with Capital Metro operations.
 - iii. Access to and use of the climate controlled building structures that incorporate rest rooms which are located on the Licensed Property shall be restricted and limited to City Police, Fire and EMS personnel.
2. Removal of All City Improvement. Upon the expiration of this Agreement, of the license hereby granted, City shall quietly and peaceably surrender the Property in the same condition the Property was in at the time of City's entry thereon, except reasonable wear and tear. City will remove whatever improvements; personal property, equipment or other things (collectively "Improvements") placed by City on the Property hereunder and shall repair and restore any damage

caused by its use of the Property or removal of the Improvements. If City fails to do so, Capital Metro may remove, at City's expense, any Improvement of City, or anyone claiming it, remaining on Property. Capital Metro may, in its sole discretion, take possession of and appropriate to itself without payment to City, or anyone claiming it, any Improvements of City remaining on Property. City shall reimburse Capital Metro for all reasonable expenses, including legal costs and counsel fees, incurred by Capital Metro as a result of any failure by City to remove its property as set forth herein and to repair and restore any injury or damage to the Property to the extent caused by operations of City during its use.

- (b) Capital Metro hereby authorizes the City to use the Property, to the extent agreed by the Parties, for the term of this Agreement, for the purposes of launching fireworks for Liberty Fest 2016. The City shall not suffer, allow or permit the Property to be damaged. The City shall clean the Property before and after said use to remove any litter, debris, signage, markings, pyrotechnic residue, graffiti, filth or other offensive material and to return the Property to the state such Property was in prior to use by the City.
- (c) Taking into consideration circumstances and conditions beyond City's control, City will complete the clean up and maintenance of the Property on, or before, 6:00 a.m. July 4, 2016 or 6:00 a.m. July 5, 2016 (all times are based on Central Daylight Time - "CDT") if the alternate date is used. Failure to comply with this Section 1 in the manner and time required will result in the City reimbursing Capital Metro for all costs described in Section 5(b) below.
- (d) The City will be liable for any and all damage to the Property arising from, or caused by, the City, its employees, officers, agents, and its contractors, including the pyrotechnic contractor.

Section 2. Duration or Termination of Contract.

- (a) This Agreement will be executed as of the date of the last Party to sign (the "Execution Date"). This Agreement will become effective at 12:00 a.m. (Midnight) on July 3, 2016 and remain in place through July 5, 2016 ("Term"). City plans to launch fireworks on July 3, 2016, in the case of inclement weather (e.g. rain) July 4, 2016 will serve as the alternate date for launching fireworks. If City launches fireworks on July 3, 2016, the July 4, 2016 alternate date will not be used by City. This Agreement may be terminated: (a) for cause in the event that either Party materially breaches the terms of this Agreement and fails to cure after notice and thirty (30) days to cure; (b) on thirty (30) days advance written notice by either Party to the other Party; or (c) if the City cancels the event.
- (b) The City is obligated to determine the necessity for the alternate "rain date" by noon, CDT, July 3, 2016 and convey that determination in writing to Capital Metro no later than 2:00 p.m. July 3, 2016. Written notification of this determination may be perfected via email to the following email address with confirmation of receipt required: Vincent.Sandoval@capmetro.org.

Section 3. Rights and Duties of the City. The City, its employees, officers, agents and contractors shall be permitted to utilize the Property for the Term of this Agreement for the purpose of launching fireworks for Liberty Fest 2016. The City shall:

- (a) Have a right to ingress and egress the Property and use of the Property under the terms of this Agreement subject to the reasonable rules and regulations established by Capital Metro;
- (b) Not discriminate against any person based on race, religion, creed, national origin, sex, disability or any other legally protected classification;
- (c) Not convey, assign or otherwise subcontract this Agreement to any other person or entity without the express, written consent of Capital Metro;
- (d) Not permit, suffer or allow any activities of the City to interfere with any other facilities or activities on the Property;
- (e) Maintain risk pool insurance in the amount of \$3,000,000.00 for each occurrence and require the pyrotechnic contractor to provide excess umbrella coverage in the amount of \$5,000,000.00 to cover any incidents, injuries or occurrence related to the City's use of the Property, and provide Capital Metro with copies of certificates of insurance demonstrating compliance with this subsection prior to the date of the event;
- (f) Pay the fees associated with this Agreement timely as provided in Section 5;
- (g) Not permit any construction or alteration of any buildings or facilities which has not been expressly approved by Capital Metro;
- (h) Provide safety, security, pedestrian and traffic control as agreed and described in Exhibit B that is hereby attached and made a part of this Agreement ("Site Safety, Security & Logistics Plan"); and
- (i) Provide fire and EMS protection and personnel as agreed and described in Exhibit B.
- (j) Comply with all applicable federal, state and local ordinances.

Section 4. Capital Metro's Rights and Duties. Capital Metro agrees that for the sole consideration expressed herein, the City shall have use of the Property as described herein. Capital Metro shall not charge any additional rental or admission fees to the City except as provided in Section 5. Capital Metro shall:

- (a) Not suffer, permit or allow the Property to be utilized in a manner inconsistent with City's Permitted Use of the Property for launching fireworks; and.
- (b) Provide at least thirty (30) days written notice to the City should Capital Metro need to use the Property on either one or both dates the City is scheduled to use the Property as specified herein in Section 2(a).\
- (c) Provide security cards to specifically designated City Police, Fire and EMS personnel that will facilitate access to and use of the climate controlled building structures that incorporate rest rooms which are located on the Licensed Property.

Section 5. Fees & Costs of Usage.

- (a) The City shall pay Capital Metro a fee of Ten Dollars (\$10.00) for use the Property pursuant to this Agreement (the “Use Fee”) within five (5) days of execution of this Agreement.
- (b) The City shall reimburse Capital Metro any and all costs incurred by Capital Metro to complete the maintenance required of the City under Section 1(b) herein should the City fail to perform said maintenance in the manner and time stated herein and will remit said reimbursement within thirty (30) days of receipt of an invoice reflecting said costs along with documentation supporting the amount reflected in the invoice.
- (c) Both Parties acknowledge any payment for performance or service owed in accordance with the terms of this Agreement are being made from current revenues available to the paying party.

Section 6. Notices. Any notice required or desired to be given under this Agreement shall be in writing and shall be personally delivered or given by mail, save and except Section 2(b) herein. Any notice given shall be deemed to have been given when hand delivered or, if mailed, as of seventy-two hours from the time when notice was deposited in the United States mail (certified or registered, return receipt requested, postage prepaid), addressed to the Party to be served with a copy as indicated herein. Either Party may change its address for purposes of notice by giving notice of such change of address to the other Party.

To Capital Metro At: Capital Metropolitan Transportation Authority
2910 East Fifth Street
Austin, Texas 78702
Attention: Chief Counsel

To City At: City of Leander
P.O. Box 4319
Leander, Texas 78646
Attention: City Manager

Section 7. Amendments & Changes. No alteration, addition or amendment to the terms of this Agreement shall be made except by a formal written amendment hereto executed by both Parties. Any and all agreements heretofore made, if any, between the Parties regarding the subject matter of this Agreement have been reduced to writing and are contained herein. This Agreement states the sole and exclusive terms of the agreement between the Parties regarding the subject matter of this Agreement, and any and all prior agreements, regarding such subject matter, not set forth herein are null and void.

Section 8. Indemnity. To the extent authorized by law, the City agrees to indemnify and hold harmless Capital Metro and its officers, directors, agents, employees and representatives from and against all liability for any and all claims, suits, demands, or actions arising from or based upon intentional or negligent acts or omissions on the part of the City which may arise out of or result from City's occupancy or use of the Property or activities conducted in connection with or incidental to this Agreement.

Section 9. Compliance with Law. This Agreement shall be governed by and construed in accordance with all

applicable city, state, federal and Licensor laws, ordinances, rules and regulations and shall be performable in Williamson County, Texas. Venue shall lie exclusively in Williamson County, Texas.

Section 10. Prohibition of Exclusive Right. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right.

Section 11. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein. However, if City's obligation to pay the fee set forth in Section 5 or any other payment due to be paid by the City pursuant to this Agreement is determined to be invalid or unenforceable, this Agreement shall terminate.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their officers thereunto duly authorized.

**Capital Metropolitan
Transportation Authority**

City of Leander

By: _____

Shanea Davis
Vice President
Property & Asset Management

By: _____

Kent Cagle
City Manager

Date: _____

Date: _____

Approved as to form:

Attest:

By: _____

Shawn Jamail, Staff Attorney

By: _____

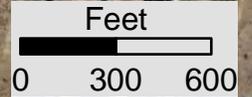
Debbie Haile, City Secretary

**EXHIBIT A
PROPERTY**

EXHIBIT B
SITE SAFETY, SECURITY & LOGISTICS PLAN



Exhibit A - Site Map



Liberty Fest Festival Site

Liberty Fest
Fireworks Launch Site



EXHIBIT B
SITE SAFETY, SECURITY & LOGISTICS PLAN





Executive Summary

2/18/2016

Agenda Subject: Submission of Racial (Biased Based) Profiling Report for calendar year 2015

Background: The Texas Code of Criminal Procedure requires electronic submission of a “racial profiling report form” to the Texas Commission on Law Enforcement (TCOLE), along with the reporting agency’s governing body. A print out of the information submitted to the state is attached as an appendix A to the report. We are submitting to the Council information to provide a more comprehensive report. The department has adopted policies and standards to expand our reporting to include any “bias based profiling.” One complaint of racial or biased policing on a traffic stop was received by the department for the calendar year 2015, after investigation it was ruled unfounded.

Origination: Chief Greg Minton

Financial Consideration: \$ 0

Recommendation: Not applicable

Attachments: Biased Based Profiling Report for 2015

Prepared by: Sergeant L. Wilcox

Biased Based Profiling Report for 2015

Leander Police Department

February 6, 2016

In compliance with the requirements of the *Texas Code of Criminal Procedure* 2.132(b), the Leander Police Department has a detailed written policy on racial profiling. In compliance with our accreditation status with the Commission of Accreditation for Law Enforcement, Inc. (CALEA) we have expanded this to encompass biased policing. Our Department Standard Operational Procedure (DSOP) Chapter 1 contains the detailed written policy. Portions of that policy are reproduced in this report. Currently all vehicles regularly assigned to patrol activities are equipped with video/audio recording equipment.

It shall be the policy of this department to comply with Articles 2.131 through 2.135 of the Code of Criminal Procedure (CCP) and subsequent amendments, commonly referred to as the “Racial Profiling Law.” Further, biased policing is defined as the selection of an individual(s) for enforcement based in whole or in part on a trait common to a group, without actionable intelligence to support consideration of that trait. This includes, but is not limited to, race, ethnic background, national origin, gender, sexual orientation/identity, religion, economic status, age, cultural group, or any other identifiable characteristics. In short, “Biased Policing,” as defined herein, is prohibited by employees of this department in traffic contacts, field contacts and in asset seizure and forfeiture efforts.

Definitions from DSOP 1

Acts Constituting Biased Policing: are actions taken by law enforcement, such as a traffic stop, a detention, a search, issuance of a citation, or an arrest, initiated in whole or in part on the basis of an individual’s race, ethnicity, trait common to a group, or national origin or on the basis of racial or ethnic stereotypes, rather than upon the individual’s behavior, information identifying the individual as having possibly engaged in criminal activity, or other lawful reasons for initiating the enforcement action.

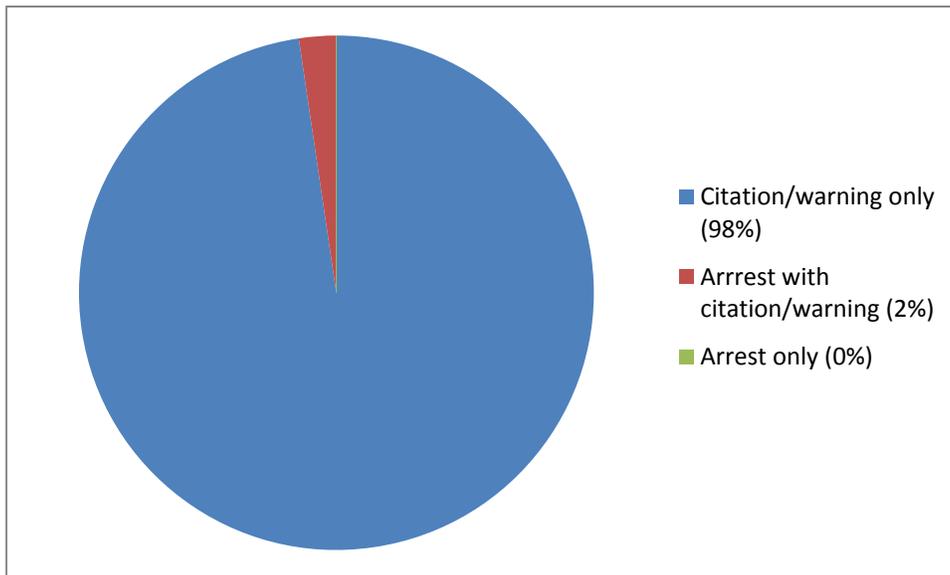
Biased policing: The selection of an individual(s) for enforcement action based in whole or in part on a trait common to a group, without actionable intelligence to support consideration of that trait. This includes, but is not limited to, race, ethnic background, national origin, gender, sexual orientation/identity, religion, economic status, age, cultural group, or any other identifiable group.

Race or Ethnicity: means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

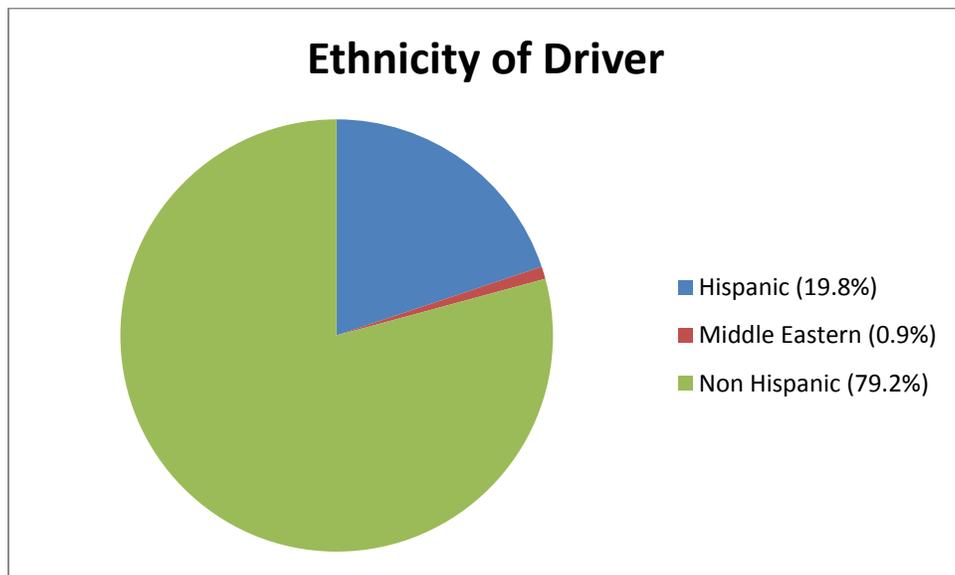
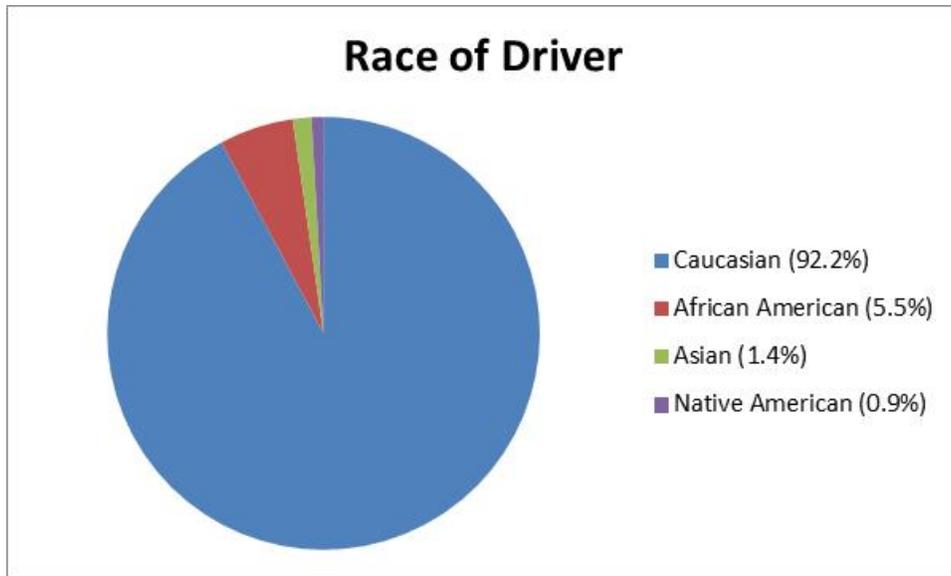
Data has been collected from all traffic stops. In all traffic stops, either a citation or a written warning is issued to document the race/ethnicity of the driver, whether the officer knew the race/ethnicity prior to the stop, and if a search was conducted, and if that search was a consent search. This data has been reported to the state via electronic submission. The data reported in this method is shown in Appendix A. In addition, the data is illustrated graphically.

All traffic stops result in either a written warning or a citation. If a traffic stop results in an arrest, the case number is documented on the citation or warning. A total of 8,197 traffic stops resulted in citations or warnings only, 98%, and 191 of those stops resulting in both a citation/warning and an arrest, 2%. As stated earlier, or policy requires either a written citation or warning for all stops.

Result of Traffic Stop

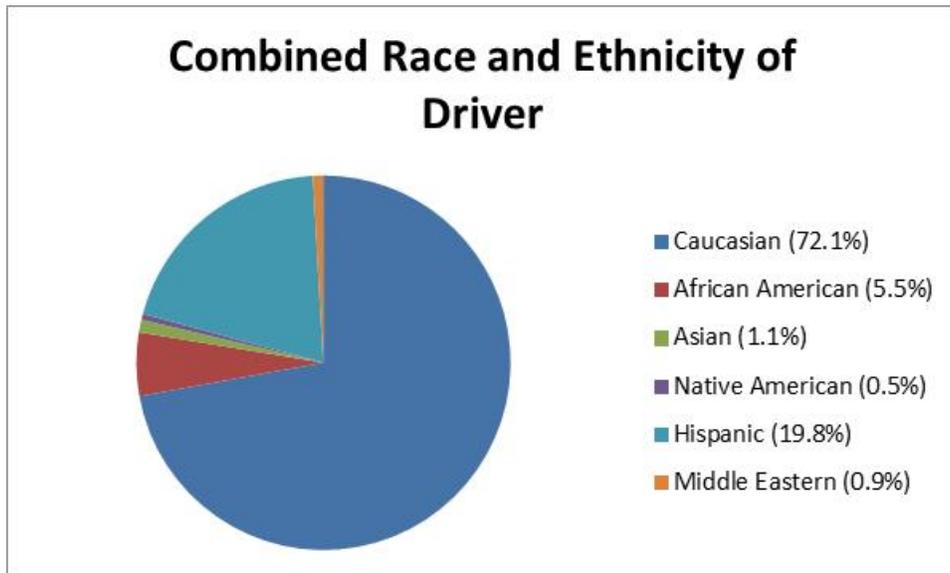


Race and ethnicity may overlap in that someone may be reported on their driver license as Caucasian but have an ethnicity of Hispanic. Graphs first will illustrate race of the driver and a separate graph illustrates the ethnicity of the driver. The races are Asian, Native American, African American or Caucasian. The ethnicities are Middle Eastern, Hispanic and Non-Hispanic.



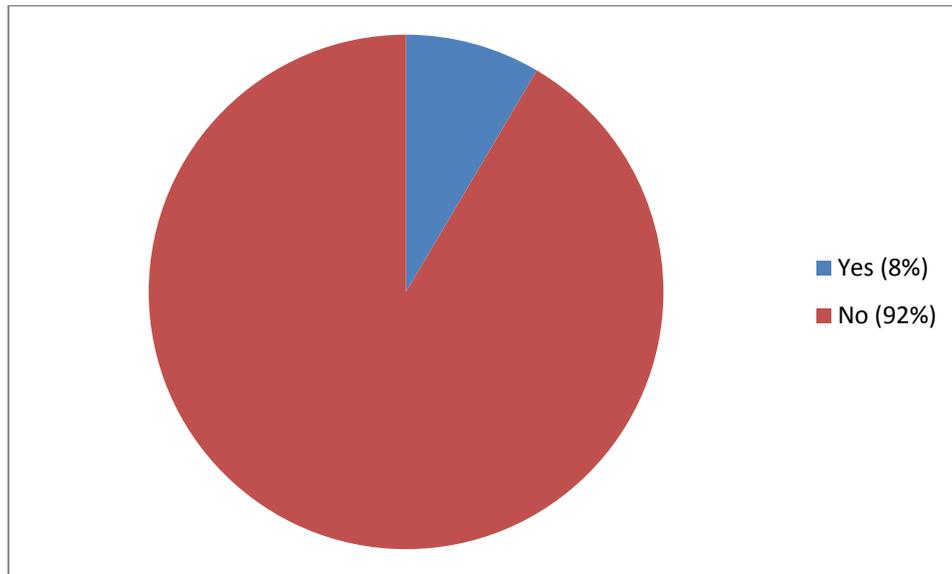
In compliance with the required state reporting categories, calculations must be done to combine the race and ethnicity into one group. The data for each race was sorted and drivers with an ethnicity of Hispanic or Middle Eastern were removed from that race. The following table shows the number of each race reported as Hispanic or Middle Eastern.

	Hispanic	Middle Eastern
Caucasian	1620	23
African American	3	2
Asian	1	25
Native American	3	26



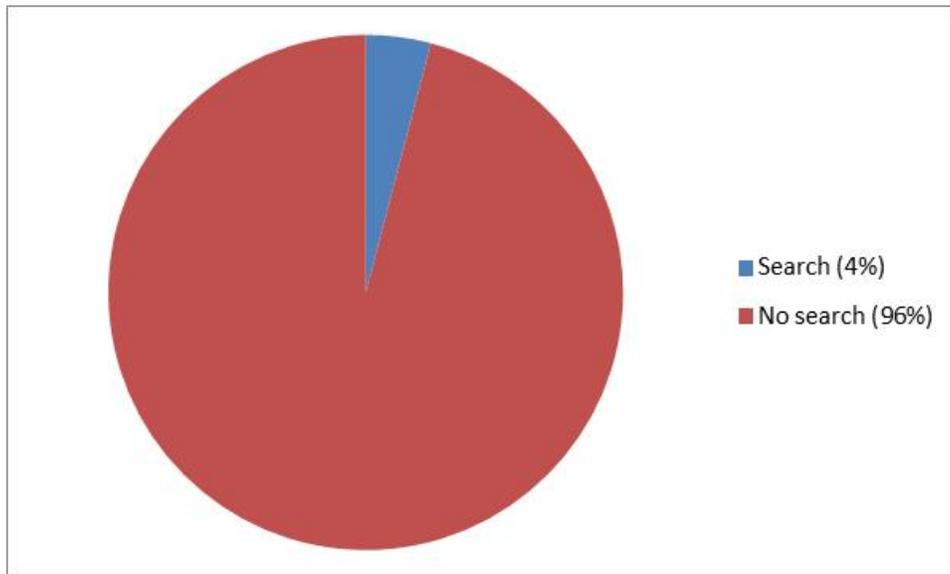
Officers reported in only 696 of the traffic stops, or 8%, that they knew the race or ethnicity of the driver prior to the stop. This is illustrated in the graph as the “yes” category.

Race or Ethnicity Known Prior to Traffic Stop



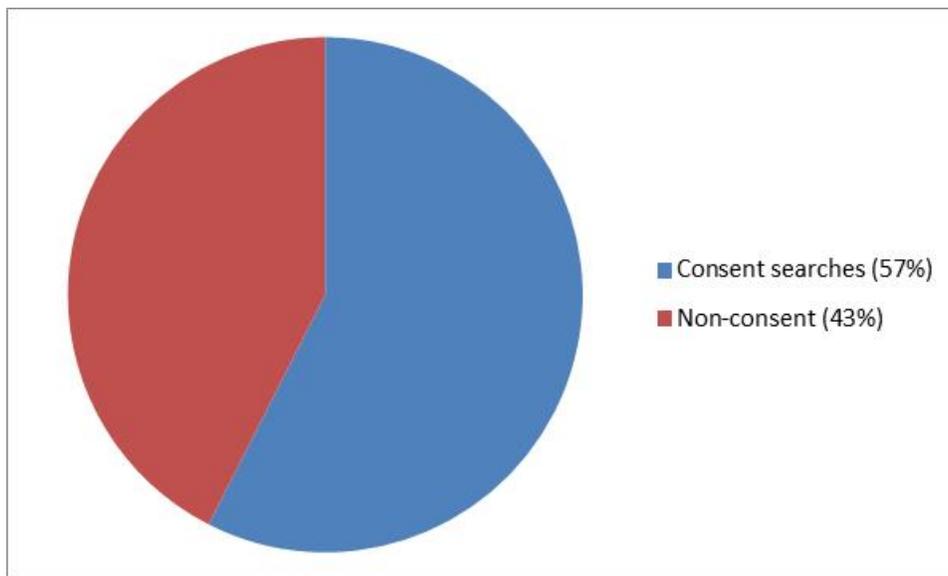
Officers reported that in 334 of the traffic stops, or 4%, searches were conducted. This is represented in the graph as the “Search” category.

Search Conducted on Traffic Stop



Of those 334 searches, officers reported that 192, or 57%, were consent searches. The consent search is illustrated in the graph by the “Consent” category. Part of this number of “total” searches was the category of Vehicle Inventory, which is not legally considered a search. We record this inventory in the category because we are inside the vehicle. Of 334 searches, officers reported that 26, or 12% of the total “searches,” were inventories to protect the owner’s property. Another way to represent this data is that of the 142 non-consent searches, 18% were done only to protect the owner’s property.

Consent Searches on Traffic Stop



Appendix A
Data Reported Electronically to the state

TIER 1 - PARTIAL EXEMPTION RACIAL PROFILING REPORT

Agency Name: LEANDER POLICE DEPT.
Reporting Date: 02/09/2016
TCOLE Agency Number: 491210
Chief Administrator: GREG MINTON
Agency Contact Information: Mailing Address:
LEANDER POLICE DEPT.
705 Leander Dr
Leander, TX 78641

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days.

Certification to This Report 2.132 (Tier 1) – Partial Exemption

Article 2.132(b) CCP Law Enforcement Policy on Racial Profiling

LEANDER POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibits peace officers employed by the LEANDER POLICE DEPT. from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the LEANDER POLICE DEPT. if the individual believes that a peace officer employed by the LEANDER POLICE DEPT. has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's complaint process;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the LEANDER POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the LEANDER POLICE DEPT.'s policy adopted under this article;
- (6) require collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained;
 - (B) whether a search was conducted and, if so, whether the individual detained consented to the search; and
 - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

I certify these policies are in effect.

Executed by: **GREG MINTON**

Chief Administrator

LEANDER POLICE DEPT.

Date: 02/09/2016

LEANDER POLICE DEPT.Motor Vehicle Racial Profiling Information

Number of motor vehicle stops:

1. **8006** citation only
2. **0** arrest only
3. **191** both
4. **8197 Total** (4, 11, 14 and 17 must be equal)

Race or Ethnicity:

5. **449** African
6. **88** Asian
7. **5913** Caucasian
8. **1627** Hispanic
9. **76** Middle Eastern
10. **44** Native American
11. **8197 Total** (lines 4, 11, 14 and 17 must be equal)

Race or Ethnicity known prior to stop?

12. **696** Yes
13. **7501** No
14. **8197 Total** (lines 4, 11, 14 and 17 must be equal)

Search conducted?

15. **334** Yes
16. **7863** No
17. **8197 Total** (lines 4, 11, 14 and 17 must be equal)

Was search consented?

18. **192** Yes
19. **142** No
20. **334 Total** (must equal line 15)



Executive Summary
February 18, 2016

Council Agenda Subject: Receive Quarterly Investment Report for the period ending 12/31/2015.

Background: Under the Public Funds Investment Act (PFIA), the City is required to maintain a City Council approved investment policy that is reviewed annually and is in compliance with the Act. Quarterly investment reports are presented to the governing body to disclose the book and market values of the investments at the period ended, and to demonstrate compliance with the Council approved Investment Policy. The period covered in this report is October 1, 2015 through December 31, 2015. Investment activity for the quarter consisted of:

- The maturity of the Marysville, OH Wastewater System Revenue Bonds on 12/1/2015. This investment was purchased with bond proceeds in April 2015 with a Par value of \$250,000 (3% Coupon rate and 0.301% yield to maturity).
- The East West Bank certificate of deposit account purchased with consolidated operating funds matured, and was renewed on 11/14/2015. The yield to maturity rate matured at 0.45% and renewed at 0.45%.
- The Unity National Bank CDARS account purchased with consolidated operating funds matured, and was renewed at 12/24/2015. The yield to maturity rate matured at 0.40% and was renewed at 0.55%.
- A certificate of deposit account was purchased on 12/4/2015 from BBVA Compass Bank with consolidated operating funds in the amount of \$245,000 (0.07% yield to maturity).
- The Bank of America depository account was fully closed out in November 2105.

Origination: Robert G. Powers, Finance Director

Financial Consideration: n.a.

Recommendation: n.a.

Attachments: Quarterly Investment Report

Prepared By: Jodi Levie, Senior Accountant
Robert G. Powers, Finance Director



Quarterly Investment Report

For the Quarter Ended December 31, 2015

Fiscal Year 2015-2016

City of Leander, Texas



City of Leander, Texas

Quarterly Investment Report
 October 1, 2015 - December 31, 2015
 Portfolio Summary Management Report

Portfolio as of September 30, 2015		Portfolio as of December 31, 2015	
Ending Book Value	54,570,460.90	Ending Book Value	63,380,000.80
Ending Market Value	54,510,836.58	Ending Market Value	63,333,956.51
Unrealized Gains/Losses	(59,624.32)	Total Interest Earned for the Quarter	33,951.35
WAM at Beginning Period Date	58.29 days	Unrealized Gains/Losses	(46,044.29)
		WAM at Ending Period Date	60.40 days
		Change in Market Value	8,823,119.93
		Average Yield to Maturity for quarter	0.215%
		Average Yield 90-day T-Bill for quarter	0.130%
		Average Yield 180-day T-Bill for quarter	0.320%
		Average Yield 1-year T-Note for quarter	0.470%

Compliance:

The following reports are submitted in accordance with the Public Funds Investment Act (Texas Government Code 2256), and the approved City of Leander Investment Policy.

Prepared by:

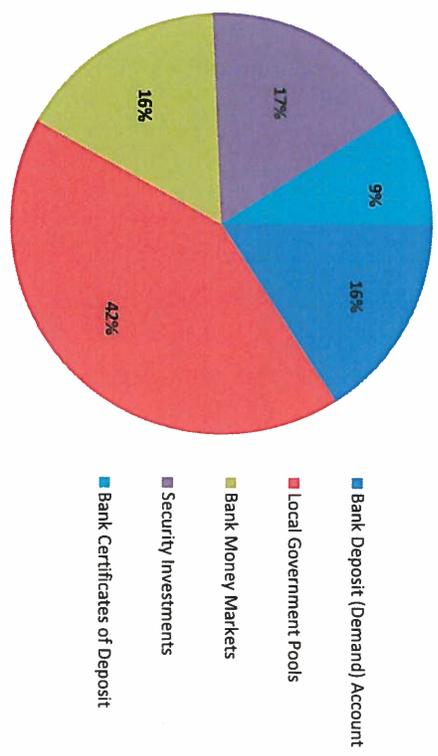
Jodi Leve
 City of Leander
 Jodi Leve, Senior Accountant

Approved by:
Robert Powers
 City of Leander
 Robert Powers, Finance Director

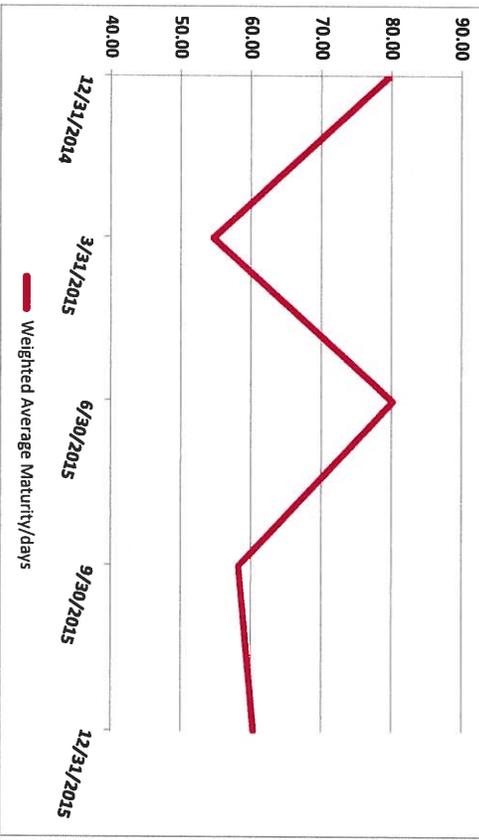
Date 2/11/2016



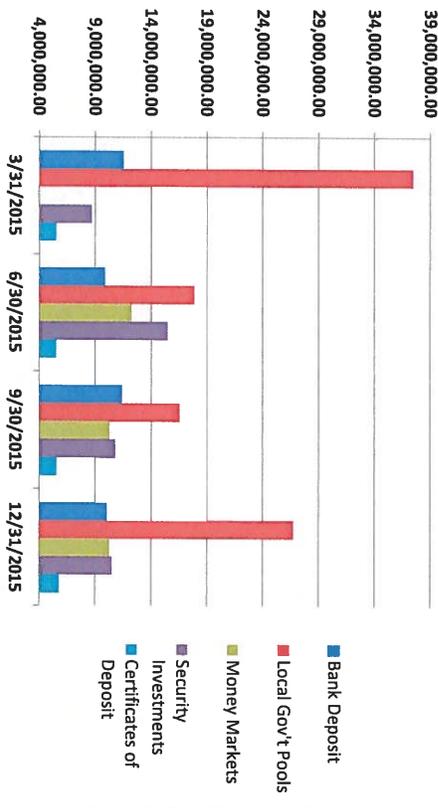
Investment Portfolio at 12/31/2015



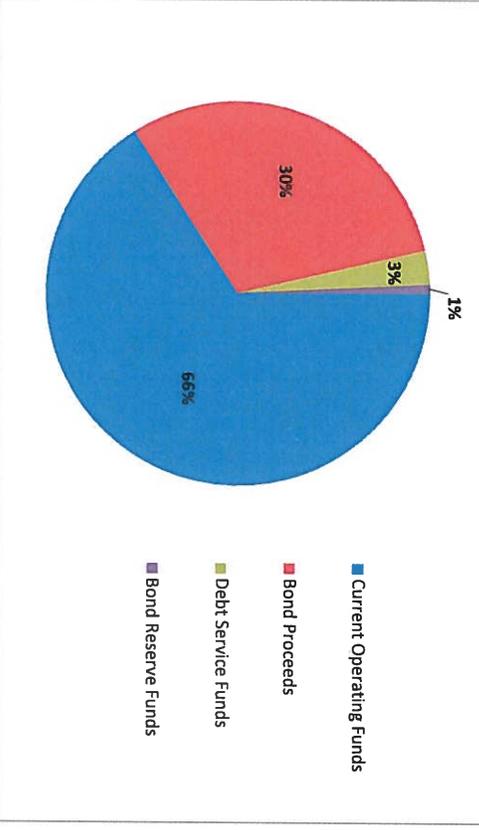
Portfolio WAM Analysis by Quarter



Historical Investment Portfolio Comparison



Investments by Funding Source



City of Leander
Investment Summary by Funding Source
Periods October 1, 2015 to December 31, 2015



Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM	Average Days to Maturity
Fund: Current Operating Funds						
Depository Account	2	10,030,060.31	10,030,060.31	16%	0.269%	1
Eligible Investment Pools	5	22,813,363.56	22,813,363.56	36%	0.079%	1
Money Market	3	2,691,465.51	2,691,465.51	4%	0.177%	1
Security Investments	1	500,000.00	495,695.00	1%	0.761%	228
Certificates of Deposit	3	5,770,429.81	5,770,429.81	9%	0.357%	338
Subtotal	14	41,805,319.19	41,801,014.19	66%	0.235%	89
Fund: Bond Proceeds						
Eligible Investment Pools	2	2,204,587.06	2,204,587.06	3%	0.085%	1
Money Market	1	7,010,118.32	7,010,118.32	11%	0.200%	1
Security Investments	11	9,953,054.00	10,039,469.59	16%	0.408%	138
Subtotal	14	19,167,759.38	19,254,174.97	30%	0.341%	109
Fund: Debt Service Funds						
Eligible Investment Pools	2	1,244,050.94	1,244,050.94	2%	0.073%	1
Money Market	1	582,227.09	582,227.09	1%	0.030%	1
Subtotal	3	1,826,278.03	1,826,278.03	3%	0.059%	1
Fund: Bond Reserve Funds						
Eligible Investment Pools	1	498,533.61	498,533.61	1%	0.085%	1
Subtotal	1	498,533.61	498,533.61	1%	0.085%	1
Total and Average	32	63,297,890.21	63,380,000.80	100%	0.215%	60

City of Leander
 Portfolio Valuation Comparison Report
 Periods October 1, 2015 to December 31, 2015



Investment Type	Par Value		Book Value		Market Value	
	9/30/2015	12/31/2015	9/30/2015	12/31/2015	9/30/2015	12/31/2015
Bank Deposit (Demand) Account	Beginning Value	11,386,358.04	11,386,358.04	11,386,358.04	Beginning Value	11,386,358.04
	Net Change	(1,356,297.73)	(1,356,297.73)	(1,356,297.73)	Net Change	(1,356,297.73)
	Ending Value	10,030,060.31	10,030,060.31	10,030,060.31	Ending Value	10,030,060.31
Local Government Pools	Beginning Value	16,538,915.92	16,538,915.92	16,538,915.92	Beginning Value	16,538,915.92
	Net Change	10,221,619.25	10,221,619.25	10,221,619.25	Net Change	10,221,619.25
	Ending Value	26,760,535.17	26,760,535.17	26,760,535.17	Ending Value	26,760,535.17
Bank Money Markets	Beginning Value	10,279,431.38	10,279,431.38	10,279,431.38	Beginning Value	10,279,431.38
	Net Change	4,379.54	4,379.54	4,379.54	Net Change	4,379.54
	Ending Value	10,283,810.92	10,283,810.92	10,283,810.92	Ending Value	10,283,810.92
Security Investments	Beginning Value	10,842,393.59	10,842,393.59	10,782,769.27	Beginning Value	10,782,769.27
	Net Change	(389,339.59)	(307,229.00)	(293,648.97)	Net Change	(293,648.97)
	Ending Value	10,453,054.00	10,535,164.59	10,489,120.30	Ending Value	10,489,120.30
Bank Certificates of Deposit	Beginning Value	5,523,361.97	5,523,361.97	5,523,361.97	Beginning Value	5,523,361.97
	Net Change	247,067.84	247,067.84	247,067.84	Net Change	247,067.84
	Ending Value	5,770,429.81	5,770,429.81	5,770,429.81	Ending Value	5,770,429.81
Total	Beginning Value	54,570,460.90	54,570,460.90	54,510,836.58	Beginning Value	54,510,836.58
	Net Change	8,727,429.31	8,809,539.90	8,823,119.93	Net Change	8,823,119.93
	Ending Value	63,297,890.21	63,380,000.80	63,333,956.51	Ending Value	63,333,956.51

City of Leander
Investment Detail by Type
Periods October 1, 2015 to December 31, 2015



CUSIP Issuer Fund Acquired Settlement Date Maturity Date Current Yield to Mty Coupon Rate Book Value Market Value Accrued Interest Earned this Quarter Total Interest Earned FY 15-16

Type: Demand Account

n/a	Frost Bank - Operating	99	n/a	n/a	n/a	0.269%	n/a	10,014,681.62	10,014,681.62	7,485.98	7,485.98
n/a	Frost Bank - Section 125	99	n/a	n/a	n/a	0.269%	n/a	15,378.69	15,378.69	-	-
Subtotal								10,030,060.31	10,030,060.31	7,485.98	7,485.98

Type: Eligible Investment Pools

n/a	Texpool - Consolidated Operating	99	n/a	n/a	n/a	0.073%	n/a	21,748,100.16	21,748,100.16	5,159.56	5,159.56
n/a	Texpool - Utility Customer Deposit	99	n/a	n/a	n/a	0.073%	n/a	5,938.91	5,938.91	2.11	2.11
n/a	Texpool - Utility I & S	85	n/a	n/a	n/a	0.073%	n/a	151,878.71	151,878.71	50.29	50.29
n/a	Texpool - General Fund I & S	80	n/a	n/a	n/a	0.073%	n/a	1,092,172.23	1,092,172.23	279.51	279.51
n/a	Texpool - TIRZ No. 1	79	n/a	n/a	n/a	0.073%	n/a	780.08	780.08	0.04	0.04
n/a	Texpool - BCRUA Contract	20	n/a	n/a	n/a	0.073%	n/a	10,607.13	10,607.13	3.52	3.52
n/a	Texstar - \$24M Series 2015 CO	54	n/a	n/a	n/a	0.085%	n/a	2,204,581.87	2,204,581.87	482.82	482.82
n/a	Texstar - BCRUA Reserve	20	n/a	n/a	n/a	0.085%	n/a	498,533.61	498,533.61	172.88	172.88
n/a	Texstar - Capital Assets Fund	14	n/a	n/a	n/a	0.085%	n/a	5.19	5.19	-	-
n/a	Texas DAILY - Consolidated Operating	99	n/a	n/a	n/a	0.090%	n/a	1,047,937.28	1,047,937.28	460.96	460.96
Subtotal								26,760,535.17	26,760,535.17	6,611.69	6,611.69

Type: Money Markets

n/a	Chase Bank Money Market	80	n/a	n/a	n/a	0.030%	n/a	582,227.09	582,227.09	43.92	43.92
n/a	Chase Bank Money Market	20	n/a	n/a	n/a	0.030%	n/a	1,442,084.48	1,442,084.48	108.79	108.79
n/a	East West Bank Money Market	99	n/a	n/a	n/a	0.200%	n/a	1,003,489.37	1,003,489.37	505.70	505.70
n/a	East West Bank Money Market	54	n/a	n/a	n/a	0.200%	n/a	7,010,118.32	7,010,118.32	3,532.71	3,532.71
n/a	Texas Capital Bank Money Market	99	n/a	n/a	n/a	0.300%	n/a	245,891.66	245,891.66	188.42	188.42
Subtotal								10,283,810.92	10,283,810.92	4,379.54	4,379.54

Type: U.S Agencies & Instrumentalities & Municipal Bonds

521841GD2	Leander ISD Ref CABS	99	6/25/15	5/15/2016	0.761%	0.000%	\$ 495,695.00	497,620.00	-	174.38	174.38
57448RD8	Marysville OH Wstwr Sys Revenue Bonds	54	4/22/15	12/1/2015	0.301%	3.000%	-	-	-	547.58	547.58
264471KK8	Duluth MN ISD GO Ref	54	4/16/15	2/1/2016	0.330%	2.000%	529,154.85	525,645.75	547.58	312.78	312.78
850000X70	Spring TX ISD Ref Ser A	54	4/16/15	2/15/2016	0.301%	4.000%	397,174.44	391,454.70	312.78	528.45	528.45
890091SA0	Tompkins County NY GO	54	4/16/15	2/15/2016	0.310%	3.000%	658,693.10	651,943.50	588.50	588.50	588.50
605341CUT	Miss State Dev Bank Rev Bnds	54	4/1/2016	4/1/2016	0.360%	2.000%	554,323.00	551,754.50	1,628.00	1,628.00	1,628.00
86476PPT9	Suffolk County NY GO	54	4/30/15	4/29/2016	0.371%	1.250%	1,763,331.99	1,752,773.75	1,581.62	1,581.62	1,581.62
083419ZR5	Bentonville AR Sch Dist GO	54	4/30/15	6/1/2016	0.351%	2.000%	942,156.76	941,142.95	1,096.62	1,096.62	1,096.62
434722HK3	Holbrook MA Ref GO	54	4/16/15	7/15/2016	0.470%	5.000%	818,003.43	816,280.00	1,581.62	1,581.62	1,581.62
679088AD6	Okla St Cap Impr Auth Rev Bnds	54	4/16/15	7/15/2016	0.361%	2.000%	341,629.65	337,683.35	-	-	-
137177SE2	Canandaigua NY Sch Dist GO	54	4/28/15	7/15/2016	0.370%	3.000%	314,705.10	308,879.60	258.91	258.91	258.91
522508AY6	Lebanon IN Comm Sch Corp GO	54	4/16/15	7/15/2016	0.451%	1.000%	216,470.60	215,597.70	2,689.17	2,689.17	2,689.17
3130A3CE2	FHLB	54	4/15/15	10/14/2016	0.515%	0.625%	3,503,826.67	3,498,344.50	9,406.01	9,406.01	9,406.01
Subtotal							10,535,164.59	10,489,120.30	9,406.01	9,406.01	

Type: Certificate of Deposits

n/a	Unity National Bank - CDARS	99	12/24/2015	12/22/2016	0.550%	n/a	1,000,000.00	1,000,000.00	923.82	923.82
n/a	East West Bank	99	11/14/2015	11/14/2016	0.450%	n/a	4,525,429.81	4,525,429.81	5,130.02	5,130.02
n/a	BBVA Compass Bank	99	12/4/2015	12/4/2016	0.070%	n/a	245,000.00	245,000.00	14.29	14.29
Subtotal							5,770,429.81	5,770,429.81	6,068.13	6,068.13

TOTAL	63,380,000.80	63,333,956.51	33,951.35	33,951.35
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Executive Summary

February 18, 2016

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for: **Northside Meadow Phase 4**

Background: The subdivision infrastructure improvements required for Northside Meadow Phase 3 have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on February 18, 2016 which will provide warranty and maintenance coverage for the infrastructure improvements through February 18, 2018. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the Maintenance Bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

Origination: Wayne S. Watts, P.E., CFM, City Engineer

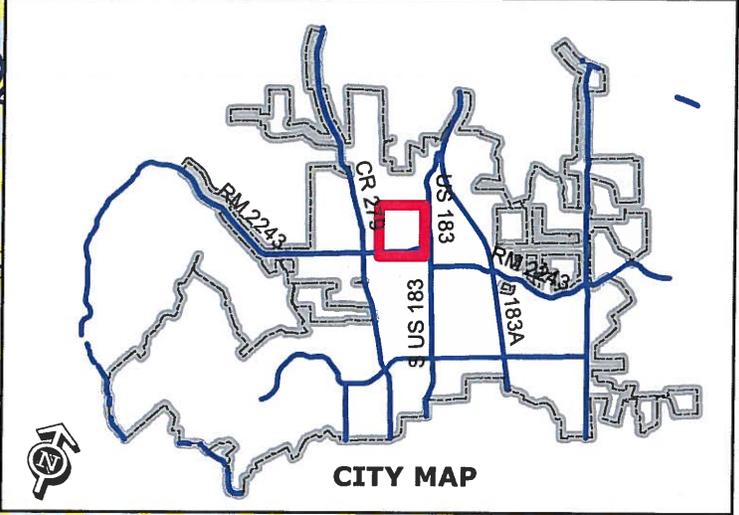
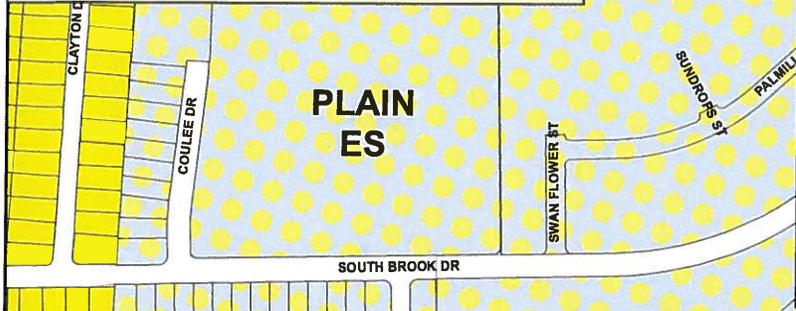
Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Northside Meadow Phase 4.

Attachments: Location Map, Engineer's Concurrence Letter, TDLR Registration, Maintenance Bond, Affidavits of All Bills Paid, and Final Pay Estimates.

Prepared by: Wayne S. Watts, P.E., CFM, City Engineer

This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.



SUBDIVISION ACCEPTANCE

- Area for Acceptance
- City Limits
- PUD Commercial
- PUD Mixed Use
- PUD Multi-Family
- PUD Single-Family
- PUD Townhome

Location Map - Northside Meadow 4

- | | | |
|-----|--------|-----|
| SFR | SFT | GC |
| SFE | SFU/MH | HC |
| SFS | TF | HI |
| SFU | MF | PUD |
| SFC | LO | |
| SFL | LC | |
- 0 500 Feet



ADA Assistance

107 Meadow Woods, Kyle TX 78640 (512) 787-3687 Fax (866)268-1810
Email: robert@adaassistance.com Internet: www.adaassistance.com

January 15, 2016

Ms. Jennifer Dermanci
Doucet & Associates
7401B Hwy 71 W #160
Austin, Texas 78735

RE: Northside Meadows Phase 4
Northside Meadow Phase 4
Heinatz Flat Ln, Schefer St, Carly Ann Ln
Leander, Texas 78641

Project Number:
EABPRJB5802620

INSPECTION COMPLETED - NO VIOLATIONS

Dear Ms. Dermanci:

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Government Code, Chapter 469.

The inspection results will be forwarded to the Texas Department of Licensing and Regulation for issuance of the final approval letter. For newly constructed buildings and facilities, the Department will provide a Notice of Substantial Compliance (Certificate and Decal) to the owner upon receipt of a completed Notice of Substantial Compliance Request Form.

Please note, this determination does not address the applicability of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other local, state, or federal requirement. For information on the ADA, call the ADA Hotline, (800) 949-4232 or the United States Department of Justice, Civil Rights Division at (202) 514-0301.

This determination does not address the applicability of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other local, state, or federal requirement. For information on the ADA, call the ADA Hotline, (800) 949-4232 or the United States Department of Justice at (202) 514-0301.

Please reference the Department assigned project number in all future correspondence pertaining to this project. Please call me at 512-787-3687 for questions concerning this matter.

Sincerely,

Robert P. Ronson RAS # 16

Enclosures

NOTE: The review of documents as contract documents and field inspections by this accessibility specialist for the Texas Department of Licensing and Regulation (TDLR) is based on a best efforts endeavor following instruction and certification by TDLR. Plan review and inspection in no way warrants complete compliance with the Texas Accessibility Standards. The business, the professional, his employees, engineers, and client for whom the review or inspection is made agrees to hold harmless and indemnify this accessibility specialist from and against any liability arising from performance of the work.

Project Number: EABPRJB5802620
Project Name: Northside Meadows Phase 4
Facility: Northside Meadow Phase 4
Address: Heinatz Flat Ln, Schefer St, Carly Ann Ln
Leander, Texas 78641



Owner: D.R. Horton
Owner Contact: Thomas E. Moody
Owner Address: 10700 Pecan Park Blvd 4th Floor
Austin, Texas 78750

Project Description: infrastructure for single family development
Start Date: May 1, 2015
Estimated Completion Date: December 31, 2015
Estimated Cost: \$1,500,000.00

RAS: Robert P. Ronson; **RAS #:** 16

Inspection date: January 12, 2016
Report date: January 15, 2016

Inspection Report

General Notes:

Completed construction at the time of inspection: curb ramps at Heinatz Flat Lane and Carly Ann Lane plus sidewalk along Heinatz Flat Lane at lots 25 & 72.

No Violations

Acceptable: 403 Walking Surfaces.
403.1 General.

Acceptable: 406 Curb Ramps.
406.1 General.

Acceptable: 705 Detectable Warnings.
705.1 General.

End of Report

MAINTENANCE BOND

Subdivision Improvements

Bond No.: HSIFSU0688894

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that JKB Construction Company, LLC as Principal, whose address is 350 N. Bagdad Rd., Leander, Texas 78641 and International Fidelity Insurance Company, Corporation organized under the laws of the State of New Jersey, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Sixty Four Thousand One Hundred Sixteen Dollars and Thirty Five Cents Dollars (\$64,116.35) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed: Northside Meadows Phase 4. Streets, Drainage, Water, Wastewater.
(insert description of subdivision improvements) (the “improvements”) pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of two (2) years after acceptance by the Obligee, against all defects in workmanship and materials which may become apparent during said period;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal keeps and perform the requirement of the Obligee’s ordinances and this Maintenance Bond to maintain the improvements and keep the same in good repair and shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of two (2) years from and after the date of acceptance by the Owner, then this obligation shall be void, otherwise to remain in full force and effect, and Owner shall have and cover from said Principal and Surety damages in the premises, as provided, and it is further agreed that this obligation shall be a continuing one against the Principal and Surety hereon, and that successive recoveries may be had thereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said improvements shall continue throughout the maintenance period, and the same shall not be diminished in any manner from any cause during said time.

Principal agrees to repair or reconstruct the improvements in whole or in part at any time within the two year period to such extent as the Obligee deems necessary to properly correct all defects except for normal wear and tear. If the Principal fails to make the necessary corrections within ten days after being notified, the Obligee may do so or have done all said corrective work and shall have recovery hereon for all expenses thereby incurred. Principal will maintain and keep in good repair the improvements for a period of two years from the date of acceptance; it being understood that the purpose of this Maintenance Bond is to cover all defective conditions

arising by reason of defective material, work, or labor performed by said Principal or its subcontractors, and in the case the said Principal shall fail to do so within ten days after being notified, it is agreed that the Obligee may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

The Surety shall notify the Obligee at least fifteen (15) days prior to the end of the first full calendar year and prior to the lapse of this Maintenance Bond at the end of the second full calendar year.

Surety and Principal agree that whenever a defect or failure of the improvement occurs within the period of coverage under this Bond, the Surety and Principal shall provide a new maintenance bond or other surety instrument in a form acceptable to the Obligee and compliant with the Obligee's ordinances conditioned to guarantee for the period of one (1) year after the Obligee's acceptance of the corrected defect or failure, against all defects in workmanship and materials associated with the corrected defect or failure which may become apparent during said period, which shall be in addition to this Maintenance Bond.

The Surety agrees to pay the Obligee upon demand all loss and expense, including attorneys' fees, incurred by the Obligee by reason of or on account of any breach of this obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where the improvements are constructed.

This Bond is a continuing obligation and shall remain in full force and effect until cancelled as provided for herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the improvements, or the work to be performed thereon, or the plans, specifications or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the improvements, or the work to be performed thereon.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 18th day of December, 2015.

JKB Construction Company, LLC
Principal

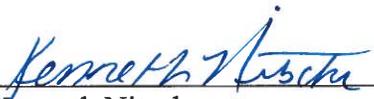
By: 

Title: President

Address: PO Box 104

Liberty Hill, Tx 78642

International Fidelity Insurance Company
Surety

By: 
Kenneth Nitsche

Title: Attorney-In-Fact

Address: One Newark Center, 20th Floor,
Newark, NJ 07102-5207

The name and address of the Resident Agent of Surety is:

The Nitsche Group
143 E. Austin,
Giddings, TX 78942

(Seal)

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

CRAIG T. PARKER, ROBERT JAMES NITSCHKE, DAVID P. FERGUSON, ROBERT K. NITSCHKE,
NINA K. SMITH, VIOLET J. FROSCH, GARY A. NITSCHKE, KENNETH NITSCHKE

Giddings, TX.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



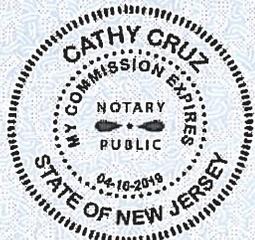
STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 18th day of December, 2015

MARIA BRANCO, Assistant Secretary

**JKB CONSTRUCTION COMPANY LLC
FINAL COSTS AND QUANTITIES
NORTHSIDE MEADOWS PHASE 4-LEANDER, TX**

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	PRICE	SCHEDULED VALUE
1	EXCAVATION	4,971	4.90	24,357.90
TOTAL IMPROVEMENTS				24,357.90
STREETS				
1	SUBGRADE PREPARATION	7,831	2.00	15,662.00
2	8" CRUSHED LIMESTONE BASE	7,831	7.50	58,732.50
3	1.5" HMAC	6,091	8.60	52,382.60
4	CURB & GUTTER	3,960	11.30	44,748.00
5	CURB RAMPS	4	1,000.00	4,000.00
6	REMOVE EXISTING BARRICADE	1	54.00	54.00
7	SAW CUT EXISTING ASPHALT	150	1.00	150.00
8	4' SIDEWALK	422	21.00	8,862.00
9	STOP/STREET SIGN/STOP BAR	1	500.00	500.00
10	STAKING	3,960	1.00	3,960.00
TOTAL STREETS				189,051.10
DRAINAGE & GRADING				
1	18" RCP @ 4-6	482	34.00	16,388.00
2	24" RCP @ 4-6	759	44.00	33,396.00
3	30" RCP @ 4-6	144	57.00	8,208.00
4	42" RCP @ 4-6	290	96.00	27,840.00
5	48" RCP @ 6-8	400	116.00	46,400.00
6	INLETS-10 FOOT	16	3,370.00	53,920.00
7	5' DIA. MANHOLE	1	2,330.00	2,330.00
8	6' DIA. MANHOLE	2	3,740.00	7,480.00
9	7' DIA. MANHOLE	3	6,400.00	19,200.00
10	4X4 BOX MANHOLE	1	3,370.00	3,370.00
11	CONNECT TO EX. 48" RCP	1	210.00	210.00
12	18" PLUG	1	210.00	210.00
13	ADJUST MANHOLE TO GRADE	7	400.00	2,800.00
14	STAKING	2,075	1.00	2,075.00
15	TRENCH SAFETY	2,075	1.00	2,075.00
TOTAL DRAINAGE & GRADING				225,902.00
WATER				
1	8" WET CONNECTION (REMOVE CAP)	1	550.00	550.00
2	8" PVC C900	1,899	25.60	48,614.40
3	6" DIP FIRE LEAD	90	30.00	2,700.00
4	5-1/4" FIRE HYDRANT	5	2,850.00	14,250.00
5	8" GATE VALVE	4	1,030.00	4,120.00
6	6" GATE VALVE	5	535.00	2,675.00
7	DOUBLE SERVICE	29	1,100.00	31,900.00
8	SINGLE SERVICES	3	840.00	2,520.00
9	ADJUST VALVE CASTINGS	9	400.00	3,600.00
10	2" BLOW OFF VALVE	1	1,350.00	1,350.00
11	TESTING	1,989	1.00	1,989.00
12	TRENCH SAFETY	1,989	1.00	1,989.00
13	STAKING	1,989	1.00	1,989.00
TOTAL WATER				118,246.40
WASTEWATER				
1	8" PVC SDR26 0-8	1,291	22.00	28,402.00
2	8" PVC SDR26 8-10	529	23.00	12,167.00
3	MANHOLES	9	2,800.00	25,200.00
4	MANHOLES - EVF	2	220.00	440.00

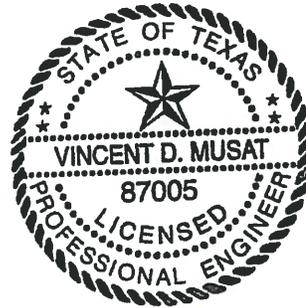
5	DOUBLE SERVICE	29	1,025.00	29,725.00
6	SINGLE SERVICES	3	850.00	2,550.00
7	CONNECT TO EXISTING 8" PVC	1	420.00	420.00
8	STAKING	1,820	1.00	1,820.00
9	ADJUST MANHOLE CASTINGS	9	400.00	3,600.00
10	TESTING	1,820	1.00	1,820.00
11	TRENCH SAFETY	1,820	1.00	1,820.00
TOTAL WASTEWATER				107,964.00
1	STREET LIGHT IMPROVEMENTS	1	53,378.26	53,378.26
TOTAL DRY UTILITY IMPROVEMENTS PHASE 3				53,378.26
TOTAL FOR PH3				718,899.66
10% FOR (2) YEARS				71,889.97

SUBMITTED BY:
JKB CONSTRUCTION COMPANY LLC

J. Byrn 02-10-2016
JUSTIN BYRN DATE

REVIEWED BY:
DOUGER & ASSOCIATES

Vincent D. Musat 2.10.16
VINCENT D. MUSAT, P.E., LEED AP DATE



**FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN**

STATE OF TEXAS
COUNTY OF Williamson

Date: 12/18/2015

Developer: Continental Homes of Texas LP

Contractor/Material
Provider ("Affiant"): JKB Construction Company, LLC

Project: NORTHSIDE MEADOWS PHASE 3-4, 305 Joe Bates Dr Leander, Texas 78641

This is to acknowledge and certify that Affiant has completed the construction of all improvements for the project noted above and that Affiant has been paid in full for all labor and material provided to the above-noted construction project, except for retainage, and acknowledges and certifies that Affiant, and all of his or its agents, employees, successors, assigns, subsidiaries, and legal representatives will and do release and waive all Mechanic's liens, or similar lien rights, which have or might arise as a result of the Affiant's or Affiant's agents' or employees' providing labor and materials to the above-noted project. Affiant understands that a portion or all of the property upon which the project is located has been or will be accepted by the City of Leander, Texas, for ownership, maintenance, and operation. Affiant further agrees that it shall look solely to the Developer for payment of the retainage and shall have no cause of action whatsoever, against the City in the event that the retainage is not paid to the Affiant, and that Affiant shall not file a lien of any kind which has or may arise related to the release of the retainage for the project. Affiant acknowledges and understands that the City is relying on the representations made in this document to accept the phase or portion of the subdivision in which the project is located.

In addition to the foregoing, Affiant acknowledges and certifies that Affiant has paid all laborers, subcontractors, materialmen, and all other persons or parties who have provided labor or materials through, for, or on behalf of the Affiant to the above-noted construction project.

Affiant indemnifies and holds Owner harmless from any liens, debts or obligations which arise as a result of labor or materials provided by or through Affiant to the project through the date set out above. Affiant further indemnifies and holds harmless all real property on which the improvements were constructed and all interests in such property, including leasehold interests, from any liens, debts, or obligations arising from any labor or materials provided by or through Affiant to the project through the date set out above.

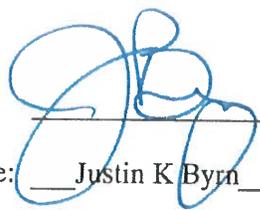
SUBSCRIBED AND SWORN TO BY Affiant on this 18th day of December, 2015.

AFFIANT:

Initialed: 

Updated 10.20.14

Signature: _____



Typed Name: Justin K Byrn

Title: President

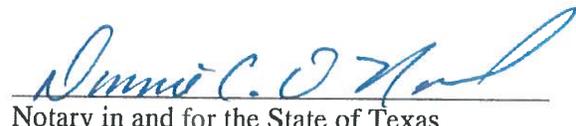
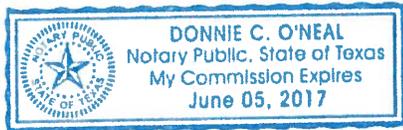
STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME the undersigned authority on this day personally appeared Justin K Byrn, known to me to be the person noted above, and acknowledged to me the following: that he/she executed the foregoing for the purpose and consideration therein expressed, in the capacity therein stated, and as the duly authorized act and deed of the party releasing and waiving the lien therein; and that every statement therein is within his/her knowledge and is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of December, 2015.

[SEAL]



Notary in and for the State of Texas

Name: Donnie C. O'Neal

My commission expires: 06/05/2017

Initialed: _____



Executive Summary

February 18, 2016

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for: **Northside Meadow Phase 3**

Background: The subdivision infrastructure improvements required for Northside Meadow Phase 3 have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on February 18, 2016 which will provide warranty and maintenance coverage for the infrastructure improvements through February 18, 2018. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the Maintenance Bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

Origination: Wayne S. Watts, P.E., CFM, City Engineer

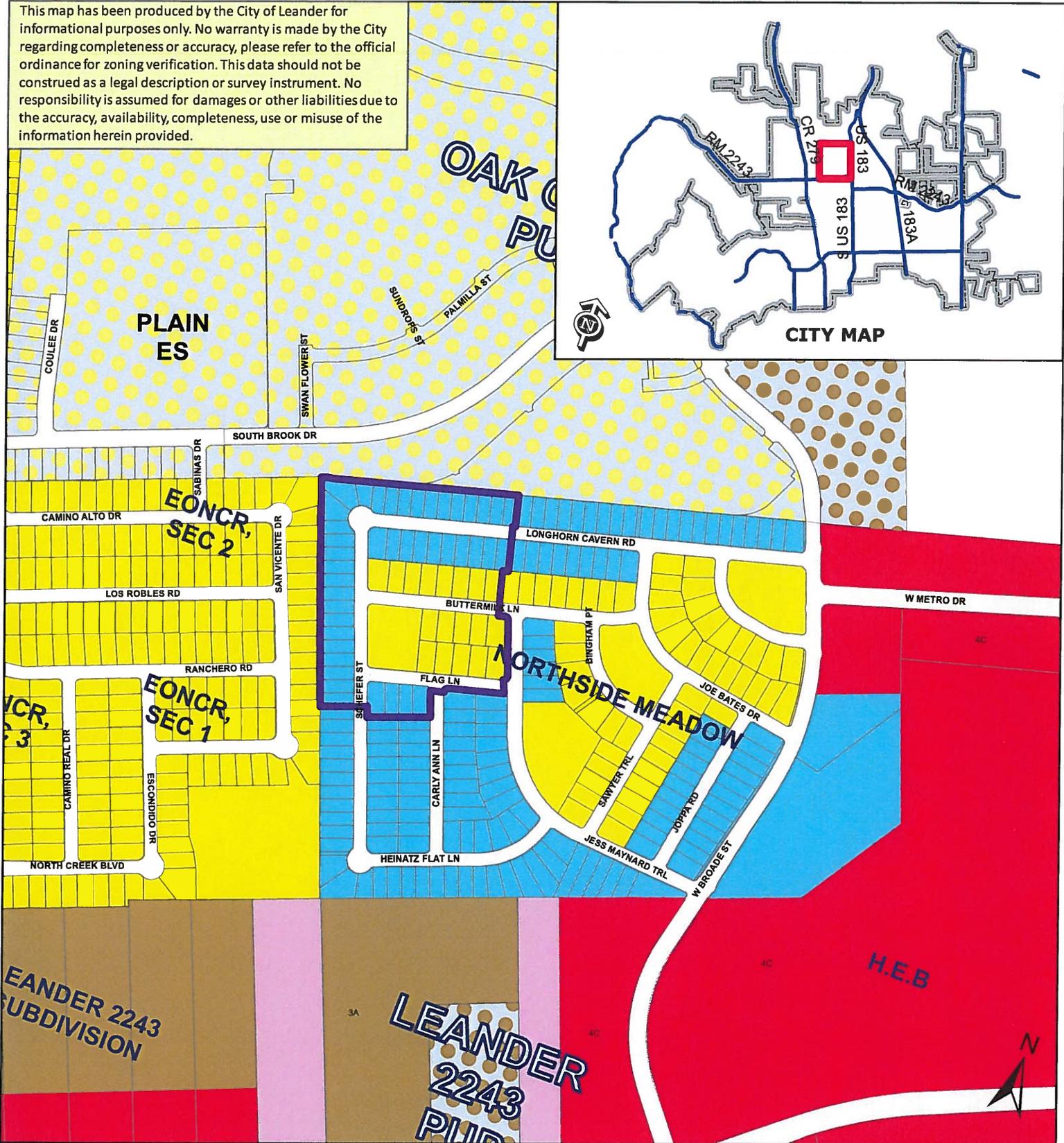
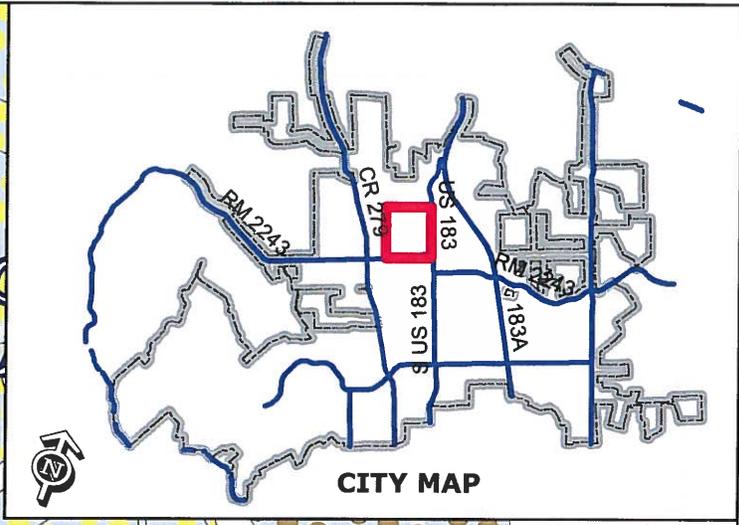
Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Northside Meadow Phase 3.

Attachments: Location Map, Engineer's Concurrence Letter, TDLR Registration, Maintenance Bond, Affidavits of All Bills Paid, and Final Pay Estimates.

Prepared by: Wayne S. Watts, P.E., CFM, City Engineer

This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.



SUBDIVISION ACCEPTANCE

- Area for Acceptance
- City Limits
- PUD Commercial
- PUD Mixed Use
- PUD Multi-Family
- PUD Single-Family
- PUD Townhome

Location Map - Northside Meadow 3

- | | | |
|-----|--------|-----|
| SFR | SFT | GC |
| SFE | SFU/MH | HC |
| SFS | TF | HI |
| SFU | MF | PUD |
| SFC | LO | |
| SFL | LC | |
- 0 500 Feet

**Texas Department of Licensing and Regulation
 Architectural Barriers Project Registration Confirmation Page
 Wednesday, February 10, 2016
 EABPRJB6809847**

PERSON FILING FORM

Name: Vincent D. Musat **Phone:** 512-583-2600
Person Address: 7401B Hwy 71 West, Suite 160, Austin, TX 78735
Ras Number: 00000016

Project Name: Northside Meadow Phase 3
Project Address: Northside Meadow
 Leander, TX 78641 **County:** Williamson

TENANT

Contact Name: **Phone:**
Contact Address:

BUILDING/FACILITY Name: Northside Meadow
FACILITY Owner: DR Horton **Phone:** 512-533-1467
Owner Address: 10700 Pecan Park Blvd, Austin, TX 78750
Contact Name: Tom Moody **Phone:**
Contact Address:
Contact Email:

DESIGN FIRM Name: **Phone:**
Firm Address:
Designer Name: **Emai:**
Type of License: Engineer **License Number:** 87005

PROJECT DESCRIPTION

Start Date: 01/2015 **Completion date:** 02/2016 **Estimated Cost:** \$1,000,000.00
Type of Work: New Construction
Type of Funds: This project is privately funded, on private land for private use.
Are the private funds provided by a tenant? Yes
State Lease No. :
Scope of Work: New subdivision development
Does this building(s) have more than one level? Not a building
Are there any elevators, escalators, or platform lifts in this building? Not a building
Are there any boiler in this building? Not a building

This AB Project registration Confirmation Page, construction documents, and applicable fees must be submitted in accordance with the Texas Administrative Code Chapter 68, [Rule 68.51](#).

If TDLR will be performing the review or inspection services, see [Rule 68.80](#).

If a RAS will be performing the review or inspection services, please contact the RAS as they set and collect their own fees, see [Rule 68.75](#).

In accordance with [Rule 68.52](#), the owner of a building or facility must also obtain an inspection from the department or a registered accessibility specialist not later than the first anniversary of the completion of construction. Request for inspection shall be made by completing the Request for Inspection form and submitting it no later than 30 calendar days after the completion of construction.

MAINTENANCE BOND
Subdivision Improvements

Bond No.: HSIFSU0688893

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that JKB Construction Company, LLC as Principal, whose address is 350 N. Bagdad Rd., Leander, Texas 78641 and International Fidelity Insurance Company, Corporation organized under the laws of the State of New Jersey, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Sixty Two Thousand Five Hundred Nine Dollars and Ninety Six Cents Dollars (\$62,509.96) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed: Northside Meadows Phase 3. Streets, Drainage, Water, Wastewater.
(insert description of subdivision improvements) (the “improvements”) pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of two (2) years after acceptance by the Obligee, against all defects in workmanship and materials which may become apparent during said period;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal keeps and perform the requirement of the Obligee’s ordinances and this Maintenance Bond to maintain the improvements and keep the same in good repair and shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of two (2) years from and after the date of acceptance by the Owner, then this obligation shall be void, otherwise to remain in full force and effect, and Owner shall have and cover from said Principal and Surety damages in the premises, as provided, and it is further agreed that this obligation shall be a continuing one against the Principal and Surety hereon, and that successive recoveries may be had thereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said improvements shall continue throughout the maintenance period, and the same shall not be diminished in any manner from any cause during said time.

Principal agrees to repair or reconstruct the improvements in whole or in part at any time within the two year period to such extent as the Obligee deems necessary to properly correct all defects except for normal wear and tear. If the Principal fails to make the necessary corrections within ten days after being notified, the Obligee may do so or have done all said corrective work and shall have recovery hereon for all expenses thereby incurred. Principal will maintain and

keep in good repair the improvements for a period of two years from the date of acceptance; it being understood that the purpose of this Maintenance Bond is to cover all defective conditions arising by reason of defective material, work, or labor performed by said Principal or its subcontractors, and in the case the said Principal shall fail to do so within ten days after being notified, it is agreed that the Obligees may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

The Surety shall notify the Obligees at least fifteen (15) days prior to the end of the first full calendar year and prior to the lapse of this Maintenance Bond at the end of the second full calendar year.

Surety and Principal agree that whenever a defect or failure of the improvement occurs within the period of coverage under this Bond, the Surety and Principal shall provide a new maintenance bond or other surety instrument in a form acceptable to the Obligees and compliant with the Obligees' ordinances conditioned to guarantee for the period of one (1) year after the Obligees' acceptance of the corrected defect or failure, against all defects in workmanship and materials associated with the corrected defect or failure which may become apparent during said period, which shall be in addition to this Maintenance Bond.

The Surety agrees to pay the Obligees upon demand all loss and expense, including attorneys' fees, incurred by the Obligees by reason of or on account of any breach of this obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where the improvements are constructed.

This Bond is a continuing obligation and shall remain in full force and effect until cancelled as provided for herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the improvements, or the work to be performed thereon, or the plans, specifications or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the improvements, or the work to be performed thereon.

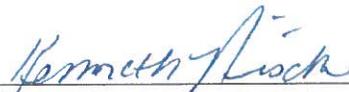
IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 18th day of December, 2015.

JKB Construction Company, LLC
Principal

By: 
Title: President

Address: P.O. Box 1001
Liberty Hill, TX
78642

International Fidelity Insurance Company
Surety

By: 
Kenneth Nitsche
Title: Attorney-In-Fact

Address: One Newark Center, 20th Floor,
Newark, NJ 07102-5207

The name and address of the Resident Agent of Surety is:

The Nitsche Group
143 E. Austin,
Giddings, TX 78942

(Seal)

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

CRAIG T. PARKER, ROBERT JAMES NITSCHKE, DAVID P. FERGUSON, ROBERT K. NITSCHKE,
NINA K. SMITH, VIOLET J. FROSCHE, GARY A. NITSCHKE, KENNETH NITSCHKE

Giddings, TX.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 18th day of December, 2015

MARIA BRANCO, Assistant Secretary

**JKB CONSTRUCTION COMPANY LLC
FINAL COSTS AND QUANTITIES
NORTHSIDE MEADOWS PHASE 3-LEANDER, TX**

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	PRICE	SCHEDULED VALUE
1	EARTHWORK EXCAVATION	8,324	4.90	40,787.60
TOTAL IMPROVEMENTS				40,787.60
STREETS				
1	SUBGRADE PREPARATION	9,364	2.00	18,728.00
2	8" CRUSHED LIMESTONE BASE	9,364	7.50	70,230.00
3	1.5" HMAC	7,535	8.60	64,801.00
4	CURB & GUTTER	4,832	11.30	54,601.60
5	CURB RAMPS	12	1,000.00	12,000.00
6	REMOVE EXISTING BARRICADE	5	54.00	270.00
7	SAW CUT EXISTING ASPHALT	250	1.00	250.00
8	4' SIDEWALK	1,242	21.00	26,082.00
9	STOP/STREET SIGN	3	500.00	1,500.00
10	STAKING	4,832	1.00	4,832.00
TOTAL STREETS				253,294.60
DRAINAGE & GRADING				
1	18" RCP @ 4-6	793	34.00	26,962.00
2	24" RCP @ 4-6	623	44.00	27,412.00
4	30" RCP @ 4-6	281	57.00	16,017.00
5	4' DIA SSMH	2	1,950.00	3,900.00
6	6' DIA SSMH	2	2,550.00	5,100.00
7	INLETS-10 FOOT	15	3,370.00	50,550.00
8	REMOVE EXISTING AREA INLET	2	210.00	420.00
9	CONNECT TO EXISTING 18" STORM D	1	210.00	210.00
10	CONNECT TO EXISTING 24" STORM D	1	210.00	210.00
11	ADJUST MANHOLE TO GRADE	4	400.00	1,600.00
12	STAKING	1,697	1.00	1,697.00
13	TRENCH SAFETY	1,697	1.00	1,697.00
TOTAL DRAINAGE & GRADING				135,775.00
WATER				
1	8" WET CONNECTION (REMOVE CAP)	5	550.00	2,750.00
2	8" PVC C900	2,440	25.00	61,000.00
3	6" DIP FIRE LEAD	70	30.00	2,100.00
4	5-1/4" FIRE HYDRANT	3	2,850.00	8,550.00
5	8" GATE VALVE	7	1,030.00	7,210.00
6	6" GATE VALVE	3	535.00	1,605.00
7	DOUBLE SERVICE	25	1,100.00	27,500.00
8	SINGLE SERVICES	10	840.00	8,400.00
9	ADJUST VALVE CASTINGS	10	400.00	4,000.00
10	TESTING	2,510	1.00	2,510.00
11	TRENCH SAFETY	2,510	1.00	2,510.00
12	STAKING	2,510	1.00	2,510.00
TOTAL WATER				130,645.00
WASTEWATER				
1	8" PVC SDR26 0-8	1,931	22.00	42,482.00
2	MANHOLES	7	2,800.00	19,600.00
3	DOUBLE SERVICE	26	1,025.00	26,650.00
4	SINGLE SERVICES	8	850.00	6,800.00
5	CONNECT TO EXISTING 8" PVC	3	420.00	1,260.00
6	STAKING	1,931	1.00	1,931.00

7	ADJUST MANHOLE CASTINGS	7	400.00	2,800.00
8	TESTING	1,931	1.00	1,931.00
9	TRENCH SAFETY	1,931	1.00	1,931.00
TOTAL WASTEWATER				105,385.00
DRY UTILITY IMPROVEMENTS PHASE 3				
1	STREET LIGHT IMPROVEMENTS	1	60,645.65	60,645.65
TOTAL DRY UTILITY IMPROVEMENTS				60,645.65
			TOTAL FOR PH3	726,532.85
			10% FOR (2) YEARS	72,653.29

SUBMITTED BY:
JKB CONSTRUCTION COMPANY LLC

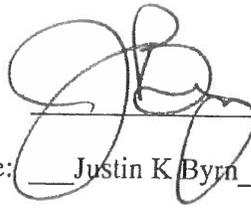
J. Byrn 02-10-2016
JUSTIN BYRN DATE

REVIEWED BY:
POLICE & ASSOCIATES
V. D. Musat 2-10-16
VINCENT D. MUSAT, P.E., LEED AP DATE



Updated 10.20.14

Signature: _____



Typed Name: Justin K Byrn

Title: President

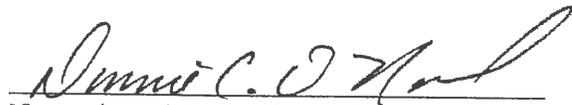
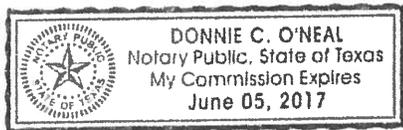
STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME the undersigned authority on this day personally appeared Justin K Byrn, known to me to be the person noted above, and acknowledged to me the following: that he/she executed the foregoing for the purpose and consideration therein expressed, in the capacity therein stated, and as the duly authorized act and deed of the party releasing and waiving the lien therein; and that every statement therein is within his/her knowledge and is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of December, 2015.

[SEAL]



Notary in and for the State of Texas

Name: Donnie C. O'Neal

My commission expires: 06/05/2017

Initialed: _____



Executive Summary

February 18, 2016

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for: **Hazlewood 4A**

Background: The subdivision infrastructure improvements required for Hazlewood 4A have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on February 18, 2016 which will provide warranty and maintenance coverage for the infrastructure improvements through February 18, 2018. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the Maintenance Bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

Origination: Wayne S. Watts, P.E., CFM, City Engineer

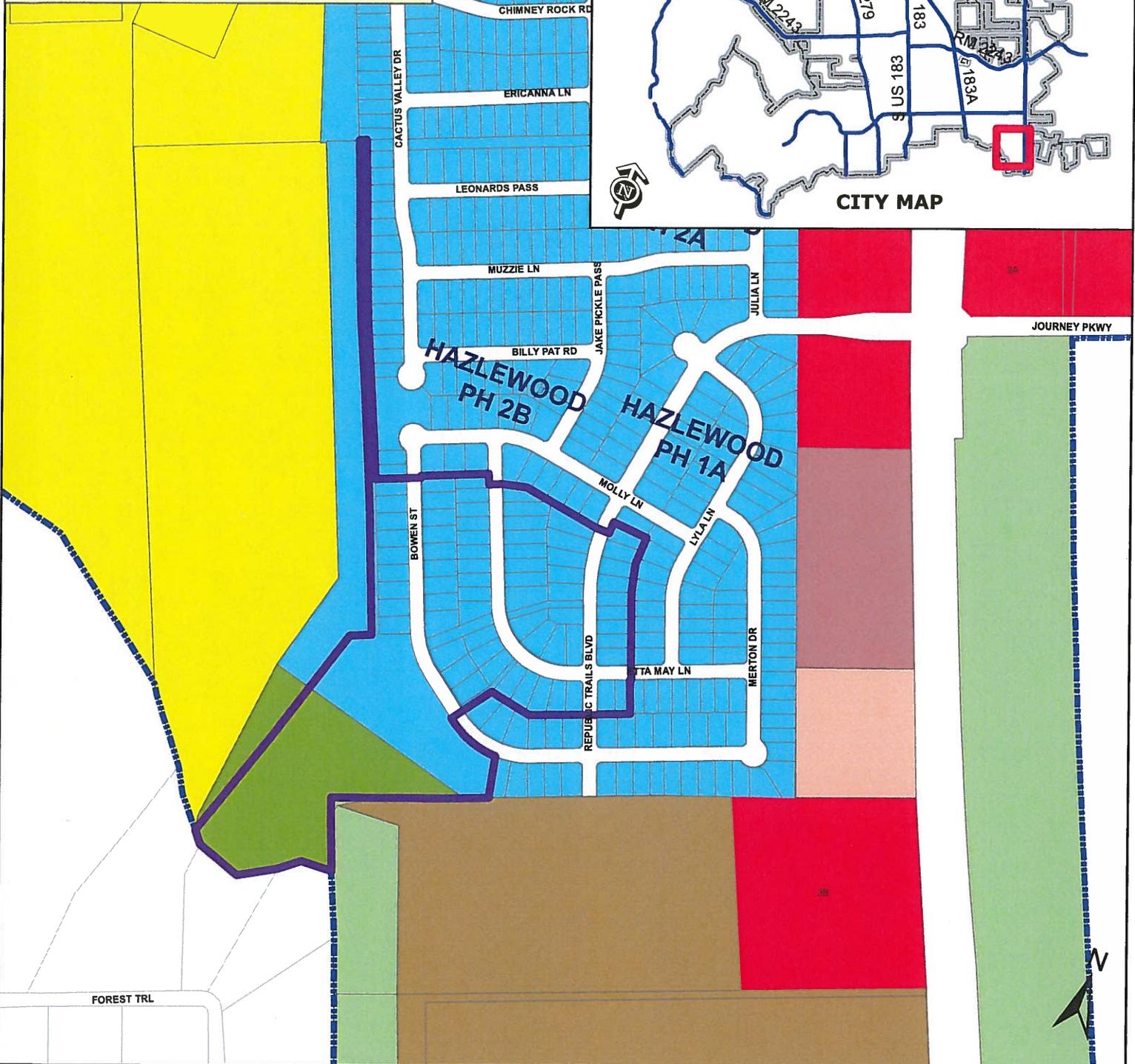
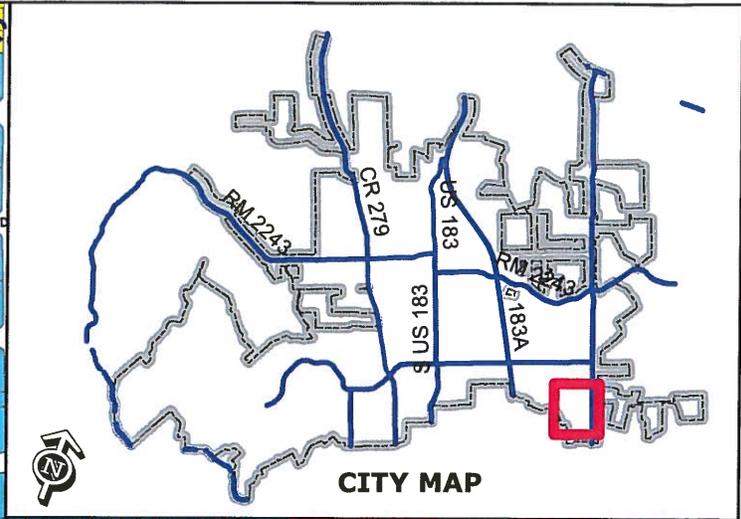
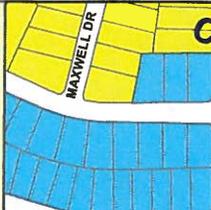
Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Hazlewood 4A.

Attachments: Location Map, Engineer's Concurrence Letter, Maintenance Bond, Affidavits of All Bills Paid, and Final Pay Estimates.

Prepared by: Wayne S. Watts, P.E., CFM, City Engineer

This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.



SUBDIVISION ACCEPTANCE

Location Map - Hazlewood 4A

Area For Acceptance	PUD Commercial	SFR	SFT	GC
City Limits	PUD Mixed Use	SFE	SFU/MH	HC
	PUD Multi-Family	SFS	TF	HI
	PUD Single-Family	SFU	MF	PUD
	PUD Townhome	SFC	LO	
		SFL	LC	





ENGINEER'S CONCURRENCE
FOR
PROJECT ACCEPTANCE

PROJECT: Hazlewood Subdivision Phase 4A
Water, Wastewater, Drainage and Paving Facilities

Date: January 26, 2016

Owner's Name and Address

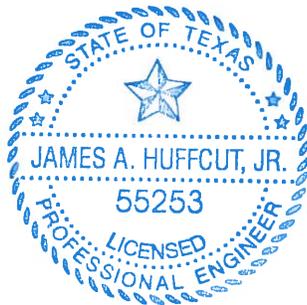
Consultant Engineer's Name and Address

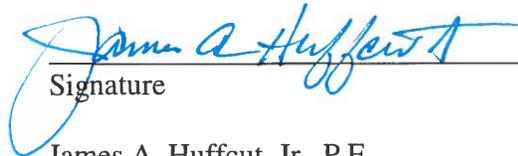
Continental Homes of Texas, L.P.
(a Texas Limited Partnership)
By: CHTEX of Texas, Inc.
(a Delaware Corporation)
Its General Partner
10700 Pecan Park Blvd, Ste 400
Austin, Texas 78750

Pape-Dawson Engineers, Inc.
7800 Shoal Creek Blvd., Suite 220 West
Austin, Texas 78757

On December 22, 2015 I, the undersigned Professional Engineer in the State of Texas, or my representative, met with representatives of the City of Leander and the Project Contractor and made a visual inspection of the above referenced project. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention by the parties at the meeting except those listed below. I, therefore, recommend acceptance of this project by the City of Leander once the following listed items are corrected to the satisfaction of the City of Leander.

Punchlist items have been completed.





Signature

James A. Huffcut, Jr., P.E.

Typed Name

55253

Texas Registration No.

MAINTENANCE BOND
Subdivision Improvements

BOND #HSIFSU0695429

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that JKB Construction Company, LLC as Principal, whose address is 350 N. Bagdad Rd., Leander, TX 78641 and International Fidelity Insurance Company, a Corporation organized under the laws of the State of New Jersey, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of One Hundred Eighty Thousand Eight Hundred Sixty Six Dollars and Ninety Eight Cents. (\$180,866.98) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed: Hazlewood 4A, Leander, TX. 68 Lots Streets, Drainage, Water, Wastewater. (the “improvements”) pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of two (2) years after acceptance by the Obligee, against all defects in workmanship and materials which may become apparent during said period;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal keeps and perform the requirement of the Obligee’s ordinances and this Maintenance Bond to maintain the improvements and keep the same in good repair and shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of two (2) years from and after the date of acceptance by the Owner, then this obligation shall be void, otherwise to remain in full force and effect, and Owner shall have and cover from said Principal and Surety damages in the premises, as provided, and it is further agreed that this obligation shall be a continuing one against the Principal and Surety hereon, and that successive recoveries may be had thereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said improvements shall continue throughout the maintenance period, and the same shall not be diminished in any manner from any cause during said time.

Principal agrees to repair or reconstruct the improvements in whole or in part at any time within the two year period to such extent as the Obligee deems necessary to properly correct all defects except for normal wear and tear. If the Principal fails to make the necessary corrections within ten days after being notified, the Obligee may do so or have done all said corrective work and shall have recovery hereon for all expenses thereby incurred. Principal will maintain and keep in good repair the improvements for a period of two years from the date of acceptance; it being understood that the purpose of this Maintenance Bond is to cover all defective conditions arising by reason of defective material, work, or labor performed by said Principal or its subcontractors, and in the case the said Principal shall fail to do so within ten days after being

notified, it is agreed that the Obligee may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

The Surety shall notify the Obligee at least fifteen (15) days prior to the end of the first full calendar year and prior to the lapse of this Maintenance Bond at the end of the second full calendar year.

Surety and Principal agree that whenever a defect or failure of the improvement occurs within the period of coverage under this Bond, the Surety and Principal shall provide a new maintenance bond or other surety instrument in a form acceptable to the Obligee and compliant with the Obligee's ordinances conditioned to guarantee for the period of one (1) year after the Obligee's acceptance of the corrected defect or failure, against all defects in workmanship and materials associated with the corrected defect or failure which may become apparent during said period, which shall be in addition to this Maintenance Bond.

The Surety agrees to pay the Obligee upon demand all loss and expense, including attorneys' fees, incurred by the Obligee by reason of or on account of any breach of this obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where the improvements are constructed.

This Bond is a continuing obligation and shall remain in full force and effect until cancelled as provided for herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the improvements, or the work to be performed thereon, or the plans, specifications or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the improvements, or the work to be performed thereon.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 29th day of January, 2016.

JKB Construction Company, LLC

Principal

By:  _____

Title: _____

Address: 350 N. Bagdad Rd.

Leander, TX 78641

International Fidelity Insurance Company

Surety

By:  _____

Kenneth Nitsche

Title: Attorney-In-Fact

Address: One Tower Square, 20th Floor,

Newark, New Jersey 07102

The name and address of the Resident Agent of Surety is:

The Nitsche Group

143 E. Austin, Giddings, TX 78942

(Seal)

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

CRAIG T. PARKER, ROBERT JAMES NITSCHKE, DAVID P. FERGUSON, ROBERT K. NITSCHKE,
NINA K. SMITH, VIOLET J. FROSCH, GARY A. NITSCHKE, KENNETH NITSCHKE

Giddings, TX.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 29th day of January, 2016

MARIA BRANCO, Assistant Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call International Fidelity Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-333-4167

You may also write to International Fidelity Insurance Company at:

Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the (agent) (company) (agent or the company) first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de International Fidelity Insurance Company's para informacion o para someter una queja al:

1-800-333-4167

Usted tambien puede escribir a International Fidelity Insurance Company:

Attn: Claims Department
One Newark Center, 20th Floor
Newark, NJ 07102

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el (agente) (la compania) (agente o la compania) primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDD).

UNA ESTE AVISO A SU FIANZA DE GARANTIA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

AFFIANT:

Signature: _____

Typed Name: Justin K Byrn

Title: President

STATE OF TEXAS

COUNTY OF Williamson

BEFORE ME the undersigned authority on this day personally appeared Justin K Byrn, known to me to be the person noted above, and acknowledged to me the following: that he/she executed the foregoing for the purpose and consideration therein expressed, in the capacity therein stated, and as the duly authorized act and deed of the party releasing and waiving the lien therein; and that every statement therein is within his/her knowledge and is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of December, 2015.

[SEAL]



Notary in and for the State of Texas

Name: Donnie C. O'Neal

My commission expires: 06/05/2017

Initialed: _____



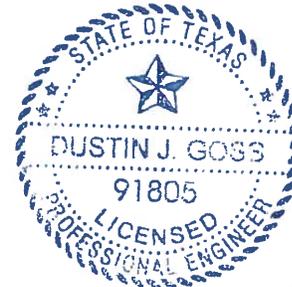
**Construction Contract Summary
Hazlewood Subdivision
Phase 4A**

Final Pay Application (12/14/15)
JKB Construction

Prepared By: 12/23/2015
Dustin Goss, PE
Pape-Dawson Engineers, Inc.
TBPE Firm Reg #470

	Original Contract				Final
	Amount	CO#1	CO#2	CO#3	
Streets, Earthwork, Mob & Streetlights	\$ 518,286.30		\$ 123,860.03		\$ 642,146.33
Drainage & Grading	\$ 660,342.60				\$ 660,342.60
WQ/Detention	\$ 46,725.00			\$ 11,830.00	\$ 60,355.00
Water	\$ 189,127.00				\$ 189,127.00
WW	\$ 222,853.60				\$ 222,853.60
ESC	\$ 33,845.25				\$ 33,845.25
*Electric (excl Streetlights)		\$ 142,971.09			\$ 142,971.09
*Gas		\$ 119,547.91			\$ 119,547.91
*Lots			\$ 45,000.00		\$ 45,000.00
*P&P Bond	\$ 23,000.00	\$ 5,500.00			\$ 28,500.00
Total	\$ 1,694,179.75	\$ 268,019.00	\$ 168,860.03	\$ 11,830.00	\$ 2,144,688.78
Total Net	\$ 1,671,179.75	\$ -	\$ 123,860.03	\$ 11,830.00	\$ 1,808,669.78
Maint Bond (10%)					\$ 180,866.98

**Note: Dry Utilities, Lot Improvements and P&P Bond are excluded from Construction Summary total and Maintenance Bond amount.*



Dustin Goss 12/23/15

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Continental Homes of Texas, LLP
 Attn: Tom Moody
 10700 Pecan Park Vhhd, Ste400
 Austin, TX 78727

FROM: JKB CONSTRUCTION COMPANY LLC
 PO BOX 1001
 LIBERTY HILL, TEXAS

VIA ARCHITECT:

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

AIA DOCUMENT G702

9-Retainage

PAGE ONE OF PAGES

APPLICATION NO: 15005
 DATE: 12/14/2015
 PERIOD TO: 12/1/15-12/31/15

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

PROJECT NOS: 15005

CONTRACT DATE:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: 12/14/2015

State of: TEXAS County of: Williamson

Subscribed and sworn to before me this 14 day of December, 2015

Notary Public: Donnie C. O'Neal
 My Commission expires: June 05, 2017



1. ORIGINAL CONTRACT SUM \$ 1,694,179.75
2. Net change by Change Orders \$ 450,509.03
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 2,144,688.78
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 2,144,688.78
5. RETAINAGE:
 - a. 10 % of Completed Work \$ _____
 - (Column D + E on G703)
 - b. % of Stored Material \$ _____
 - (Column F on G703)
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE \$ 2,144,688.78
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 1,930,219.91
8. CURRENT PAYMENT DUE \$ 214,468.87
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$450,509.03	
Total approved this Month			\$0.00
TOTALS		\$450,509.03	\$0.00
NET CHANGES by Change Order		\$450,509.03	

AIA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - AIA - ©1992
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(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
 ARCHITECT:
 By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

A14 DOCUMENT G703

PAGE OF PAGES

A14 Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 9-Resinage
 APPLICATION DATE: 12/14/2015
 PERIOD TO: 12/1/15-12/31/15
 ARCHITECT'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	PRICE	SCHEDULED VALUE	PERIODS		WORK COMPLETED		MATERIALS STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+H)	% (G+C)	BALANCE TO FINISH (C-I)	RETAINAGE (F-VARIABLE RATE) 10%
					Previous QTY	Current QTY	FROM PREVIOUS APPLICATION (D+E)	Current QTY					
MOBILIZATION													
1	MOBILIZATION	1	88,000.00	88,000.00	-	1.00	88,000.00	-	-	88,000.00	100%	-	8,800.00
	Subtotal			88,000.00			88,000.00			88,000.00			8,800.00
EARTHWORK													
1	CLEARING & GRUBBING	13	2,500.00	32,775.00	13.11	-	32,775.00	-	-	32,775.00	100%	-	3,277.50
2	STRIP AND STOCKPILE TOPSOIL	6,716	4.00	26,864.00	6,716.00	-	26,864.00	-	-	26,864.00	100%	-	2,686.40
3	EXCAVATION	5,466	8.60	47,007.60	5,466.00	-	47,007.60	-	-	47,007.60	100%	-	4,700.76
4	EMBANKMENT	17,122	2.70	46,229.40	17,122.00	-	46,229.40	-	-	46,229.40	100%	-	4,622.94
5	BORROW FROM OFFSITE	1	16,350.00	16,350.00	1.00	-	16,350.00	-	-	16,350.00	100%	-	1,635.00
6	REMOVE EXISTING FENCE	1,040	2.70	2,808.00	1,040.00	-	2,808.00	-	-	2,808.00	100%	-	280.80
	Subtotal			172,034.00			172,034.00			172,034.00			17,293.40
STREETS													
1	SUBGRADE PREPARATION	11,478	2.00	22,956.00	11,478.00	-	22,956.00	-	-	22,956.00	100%	-	2,295.60
2	CRUSHED LIMESTONE BASE	11,478	7.25	83,215.50	11,478.00	-	83,215.50	-	-	83,215.50	100%	-	8,321.55
3	1.5" HMAC	7,622	7.90	60,213.80	7,622.00	-	60,213.80	-	-	60,213.80	100%	-	6,021.38
4	CURB & GUTTER	4,470	12.60	56,322.00	4,470.00	-	56,322.00	-	-	56,322.00	100%	-	5,632.20
5	CURB RAMP	8	945.00	7,560.00	8.00	-	7,560.00	-	-	7,560.00	100%	-	756.00
6	REMOVE EXISTING BARRICADE	3	55.00	165.00	3.00	-	165.00	-	-	165.00	100%	-	16.50
7	SAW CUT EXISTING ASPHALT	90	1.00	90.00	90.00	-	90.00	-	-	90.00	100%	-	9.00
8	50' TEMPORARY TURNAROUND	1	8,250.00	8,250.00	1.00	-	8,250.00	-	-	8,250.00	100%	-	825.00
9	STOP STREET SIGN	3	320.00	960.00	3.00	-	960.00	-	-	960.00	100%	-	96.00
10	STOP BAR	2	210.00	420.00	2.00	-	420.00	-	-	420.00	100%	-	42.00
11	END OF ROAD BARRICADE	2	1,500.00	3,000.00	2.00	-	3,000.00	-	-	3,000.00	100%	-	300.00
12	4" CONCRETE SIDEWALK	600	18.00	10,800.00	600.00	-	10,800.00	-	-	10,800.00	100%	-	1,080.00
13	STAKING	1	5,800.00	5,800.00	1.00	-	5,800.00	-	-	5,800.00	100%	-	580.00
	Subtotal			258,252.30			258,252.30			258,252.30			25,825.23
DRAINAGE & GRADING													
1	18" RCP-CL3 @ 0-4	243	41.00	9,963.00	243.00	-	9,963.00	-	-	9,963.00	100%	-	996.30
2	18" RCP-CL3 @ 4-6	18	41.60	748.80	18.00	-	748.80	-	-	748.80	100%	-	74.88
3	24" RCP-CL3 @ 0-4	140	41.40	5,796.00	140.00	-	5,796.00	-	-	5,796.00	100%	-	579.60
4	42" RCP-CL3 @ 4-6	199	110.00	21,890.00	199.00	-	21,890.00	-	-	21,890.00	100%	-	2,189.00
5	42" RCP-CL3 @ 6-8	609	115.00	70,035.00	609.00	-	70,035.00	-	-	70,035.00	100%	-	7,003.50
6	42" RCP-CL3 @ 8-10	46	120.00	5,520.00	46.00	-	5,520.00	-	-	5,520.00	100%	-	552.00
7	48" RCP-CL3 @ 6-8	373	135.00	50,355.00	373.00	-	50,355.00	-	-	50,355.00	100%	-	5,035.50
8	48" RCP-CL3 @ 8-10	172	140.00	24,080.00	172.00	-	24,080.00	-	-	24,080.00	100%	-	2,408.00
9	4X2 RCP BOX @ 0-4	229	190.00	43,510.00	229.00	-	43,510.00	-	-	43,510.00	100%	-	4,351.00
10	4X2 RCP BOX @ 4-6	193	195.00	37,695.00	193.00	-	37,695.00	-	-	37,695.00	100%	-	3,769.50
11	4X3 RCP BOX @ 8-10	407	225.00	91,575.00	407.00	-	91,575.00	-	-	91,575.00	100%	-	9,157.50
12	5X4 RCP BOX @ 6-8	250	270.00	67,500.00	250.00	-	67,500.00	-	-	67,500.00	100%	-	6,750.00
13	5X4 RCP BOX @ 8-10	358	280.00	100,240.00	358.00	-	100,240.00	-	-	100,240.00	100%	-	10,024.00
14	INLETS- 15 FOOT	15	4,250.00	63,750.00	15.00	-	63,750.00	-	-	63,750.00	100%	-	6,375.00
15	2-5X4 HEADWALL	1	6,200.00	6,200.00	1.00	-	6,200.00	-	-	6,200.00	100%	-	620.00
16	4X3 HEADWALL	1	15,000.00	15,000.00	1.00	-	15,000.00	-	-	15,000.00	100%	-	1,500.00
17	4X3 - PLUG	1	9,000.00	9,000.00	1.00	-	9,000.00	-	-	9,000.00	100%	-	900.00
18	6X5 JUNCTION BOX	1	11,100.00	11,100.00	1.00	-	11,100.00	-	-	11,100.00	100%	-	1,110.00
19	ADJUST MANHOLE TO GRADE	2	5,770.00	11,540.00	2.00	-	11,540.00	-	-	11,540.00	100%	-	1,154.00
20	REMOVE EXISTING 48" HEADWALL	2	2,000.00	4,000.00	2.00	-	4,000.00	-	-	4,000.00	100%	-	400.00
21	REMOVE EXISTING 42" HEADWALL	1	485.00	485.00	1.00	-	485.00	-	-	485.00	100%	-	48.50
22	REMOVE EXISTING 42" HEADWALL	1	485.00	485.00	1.00	-	485.00	-	-	485.00	100%	-	48.50
23	REMOVE EXISTING 42" RCP	12	13.40	160.80	12.00	-	160.80	-	-	160.80	100%	-	16.08
24	REMOVE EXISTING 42" RCP	1	1.00	3,237.00	1.00	-	3,237.00	-	-	3,237.00	100%	-	323.70
25	STAKING	3,237	1.00	3,237.00	3,237.00	-	3,237.00	-	-	3,237.00	100%	-	323.70
26	TRENCH SAFETY			650,342.60			650,342.60			650,342.60			65,034.26
27	Subtotal			650,342.60			650,342.60			650,342.60			65,034.26
WATER													
1	8" W/ET CONNECTION	3	975.00	2,925.00	3.00	-	2,925.00	-	-	2,925.00	100%	-	292.50
2	8" PVC C900	2,553	31.00	79,143.00	2,553.00	-	79,143.00	-	-	79,143.00	100%	-	7,914.30
3	8" DIP FIRE LEAD	150	40.00	6,000.00	150.00	-	6,000.00	-	-	6,000.00	100%	-	600.00

CONTINUATION SHEET

A/A DOCUMENT G703

PAGE OF PAGES

A/A Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
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 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 12/14/2015
 APPLICATION DATE: 12/14/2015
 PERIOD TO: 12/1/15-12/31/15
 ARCHITECT'S PROJECT NO:

ITEM NO.	DESCRIPTION OF WORK	QUANTITY	PRICE	SCHEDULED VALUE	D		E		F	G	H	I	J
					FROM PREVIOUS APPLICATION (D+E)	Current QTY	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)					
1	WASTEWATER												
1	8" PVC SDR26 0-9	947	29.50	10,236.50	347.00	10,236.50	10,236.50	100%	-	1,023.65			
2	8" PVC SDR26 8-10	2,288	32.70	74,163.60	2,288.00	74,163.60	74,163.60	100%	-	7,416.36			
3	8" PVC SDR26 10-12	55	35.70	1,963.50	55.00	1,963.50	1,963.50	100%	-	196.35			
4	4" DIA MANHOLES	15	3,770.00	56,550.00	15.00	56,550.00	56,550.00	100%	-	5,655.00			
5	MANHOLES - EYF	32	350.00	11,200.00	32.00	11,200.00	11,200.00	100%	-	1,120.00			
6	DOUBLE SERVICE	29	1,270.00	36,830.00	29.00	36,830.00	36,830.00	100%	-	3,683.00			
7	SINGLE SERVICE	10	1,400.00	14,000.00	10.00	14,000.00	14,000.00	100%	-	1,400.00			
8	8" CLEANOUT	1	800.00	800.00	1.00	800.00	800.00	100%	-	80.00			
9	CONNECT TO EXISTING MANHOLE	2	2,100.00	4,200.00	2.00	4,200.00	4,200.00	100%	-	420.00			
10	ADJUST MANHOLE CASTINGS	15	500.00	7,500.00	15.00	7,500.00	7,500.00	100%	-	750.00			
11	STAKING	2,670	1.00	2,670.00	2,670.00	2,670.00	2,670.00	100%	-	267.00			
12	TESTING	1.00	1.00	2,670.00	2,670.00	2,670.00	2,670.00	100%	-	267.00			
13	TRENCH SAFETY	2,670	1.00	2,670.00	2,670.00	2,670.00	2,670.00	100%	-	267.00			
	Subtotal			222,853.60		222,853.60	222,853.60	100%	-	22,285.36			
1	EROSION												
1	REVEGETATION	8,440	0.95	8,018.00	8,440.00	8,018.00	8,018.00	100%	-	801.80			
2	SILT FENCE	2	950.00	1,900.00	2.00	1,900.00	1,900.00	100%	-	190.00			
3	TREE PROTECTION	5,120	2.05	10,496.00	5,120.00	10,496.00	10,496.00	100%	-	1,049.60			
4	INLET PROTECTION	2,630	3.00	7,890.00	2,630.00	7,890.00	7,890.00	100%	-	789.00			
5	ROCK BERM	16	75.00	1,200.00	16.00	1,200.00	1,200.00	100%	-	120.00			
6	TRIANGULAR FILTER DIKE	65	16.00	1,040.00	65.00	1,040.00	1,040.00	100%	-	104.00			
7	CONCRETE WASHOUT	65	5.25	341.25	65.00	341.25	341.25	100%	-	34.13			
8	Subtotal			23,960.00		23,960.00	23,960.00	100%	-	2,396.53			
1	WET POND MEDIA												
1	15X8" STAINLESS STEEL PLATE	1	41,325.00	41,325.00	1.00	41,325.00	41,325.00	100%	-	4,132.50			
2	Subtotal			5,400.00		5,400.00	5,400.00	100%	-	540.00			
1	PAYMENT & PERFORMANCE BONDS												
1	Subtotal			23,000.00	1.00	23,000.00	23,000.00	100%	-	2,300.00			
1	STAKING IMPROVEMENTS												
1	BONDS	1	5,500.00	5,500.00	1.00	5,500.00	5,500.00	100%	-	550.00			
2	STAKINGS	5,704	1.00	5,704.00	5,704.00	5,704.00	5,704.00	100%	-	570.40			
1	ELECTRIC IMPROVEMENTS												
1	3" SCH 40 CONDUIT	6,902	13.19	91,037.38	6,902.00	91,037.38	91,037.38	100%	-	9,103.74			
2	56 COMBO PAD	3	2,453.78	7,391.34	3.00	7,391.34	7,391.34	100%	-	739.13			
3	56 CABINET	3	926.94	2,780.82	3.00	2,780.82	2,780.82	100%	-	278.08			
4	CONCRETE TRANSFORMER PAD	9	1,490.27	13,412.43	9.00	13,412.43	13,412.43	100%	-	1,341.24			
5	SECONDARY PEDESTAL	41	552.32	22,645.12	41.00	22,645.12	22,645.12	100%	-	2,264.51			
1	GAS IMPROVEMENTS												
1	3/4" POLY PIPE	1,890	14.25	26,932.50	1,890.00	26,932.50	26,932.50	100%	-	2,693.25			
2	2" POLY PIPE	1,966	15.89	30,826.88	1,966.00	30,826.88	30,826.88	100%	-	3,082.69			

CONTINUATION SHEET

AAA DOCUMENT G703

PAGE OF PAGES

AAA Document G703, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO: 9-Resrange
 APPLICATION DATE: 12/14/2015
 PERIOD TO: 12/1/15-12/31/15
 ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C QUANTITY	D PRICE	E SCHEDULED VALUE	F WORK COMPLETED		G THIS PERIOD	H MATERIALS PRESENTLY STORED (NOT IN D OR E)	I TOTAL COMPLETED AND STORED TO DATE (D+E+I)	J % (G+I) / (E+I)	K BALANCE TO FINISH (C-I)	L RETAINAGE (IF VARIABLE RATE) 10%
					FROM PREVIOUS APPLICATION (D + E)	Current QTY						
	4" POLY PIPE	651.00	22.19	14,445.69	651.00	14,445.69	-	-	14,445.69	100%	-	1,444.57
	SERVICE TAPS	42	230.50	9,681.00	42.00	9,681.00	-	-	9,681.00	100%	-	968.10
	POLY TIE IN	3	2,799.68	8,399.04	3.00	8,399.04	-	-	8,399.04	100%	-	839.90
	2" SLEEVES	1,470	17.56	25,813.20	1,470.00	25,813.20	-	-	25,813.20	100%	-	2,581.32
	4" SLEEVES	70	23.94	1,675.80	70.00	1,675.80	-	-	1,675.80	100%	-	167.58
	6" SLEEVES	70	25.34	1,773.80	70.00	1,773.80	-	-	1,773.80	100%	-	177.38
	Subtotal Change Order-01			268,019.00		268,019.00			268,019.00	100%		26,801.89
	CLEARING											
	HAND CLEARING LOTS	72	625.00	45,000.00	72.00	45,000.00	-	-	45,000.00	100%	-	4,500.00
	Subtotal Change Order-02			45,000.00		45,000.00			45,000.00	100%		4,500.00
	STREET LIGHT IMPROVEMENTS											
	STREET LIGHT TRENCH	450	9.23	4,153.50	450.00	4,153.50	-	-	4,153.50	100%	-	415.35
	STREET LIGHT CONDUIT	3,058	4.54	13,883.32	3,058.00	13,883.32	-	-	13,883.32	100%	-	1,388.33
	#8 WIRE	2,743	2.21	6,062.03	2,743.00	6,062.03	-	-	6,062.03	100%	-	606.20
	#10 WIRE	4,603	2.10	9,666.30	4,603.00	9,666.30	-	-	9,666.30	100%	-	966.63
	#12 GROUND WIRE	3,868	1.91	7,387.88	3,868.00	7,387.88	-	-	7,387.88	100%	-	738.79
	SERVICE PEDESTAL	3	3,201.00	9,603.00	3.00	9,603.00	-	-	9,603.00	100%	-	960.30
	METER PEDESTAL	3	638.00	1,914.00	3.00	1,914.00	-	-	1,914.00	100%	-	191.40
	STREET LIGHTS	18	3,955.00	71,190.00	18.00	71,190.00	-	-	71,190.00	100%	-	7,119.00
	Subtotal Change Order-02			168,860.03		168,860.03			168,860.03	100%		16,886.00
	6" Trash Pump to Drain complete System	1	3,730.00	3,730.00	1.00	3,730.00	-	-	3,730.00	100%	-	373.00
	2-20" Sumps set @ 15' Depth (24 hr runtime)	1	8,100.00	8,100.00	1.00	8,100.00	-	-	8,100.00	100%	-	810.00
	Subtotal Change Order-03			11,830.00		11,830.00			11,830.00	100%		1,183.00
	Extend wter wall utilizing concrete as oppose to steel plate	1	1,800.00	1,800.00	1.00	1,800.00	-	-	1,800.00	100%	-	180.00
	Subtotal Change Order-04			1,800.00		1,800.00			1,800.00	100%		180.00
	TOTAL BASE CONTRACT			1,694,179.75		1,694,179.75	0.00	0.00	1,694,179.75	100%	0.00	169,417.98
	Total Change Order-01			268,019.00		268,019.00			268,019.00	100%		26,801.89
	Total Change Order-02			168,860.03		168,860.03			168,860.03	100%		16,886.00
	Total Change Order-03			11,830.00		11,830.00			11,830.00	100%		1,183.00
	Total Change Order-04			1,800.00		1,800.00			1,800.00	100%		180.00
	TOTAL CONTRACT INCLUDING CHANGE ORDERS			2,144,688.78		2,144,688.78	0.00	0.00	2,144,688.78	100%	0.00	214,468.87

Users may obtain validation of this document by requesting of the license a completed AAA Document D401 - Certification of Document's Authenticity



Executive Summary

February 18, 2016

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for: **Carneros Ranch 3**

Background: The subdivision infrastructure improvements required for Carneros Ranch 3 have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on February 18, 2016 which will provide warranty and maintenance coverage for the infrastructure improvements through February 18, 2018. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the Maintenance Bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

Origination: Wayne S. Watts, P.E., CFM, City Engineer

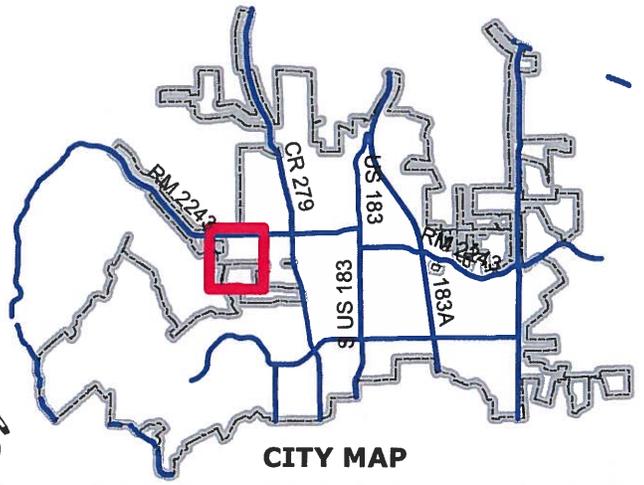
Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Carneros Ranch 3.

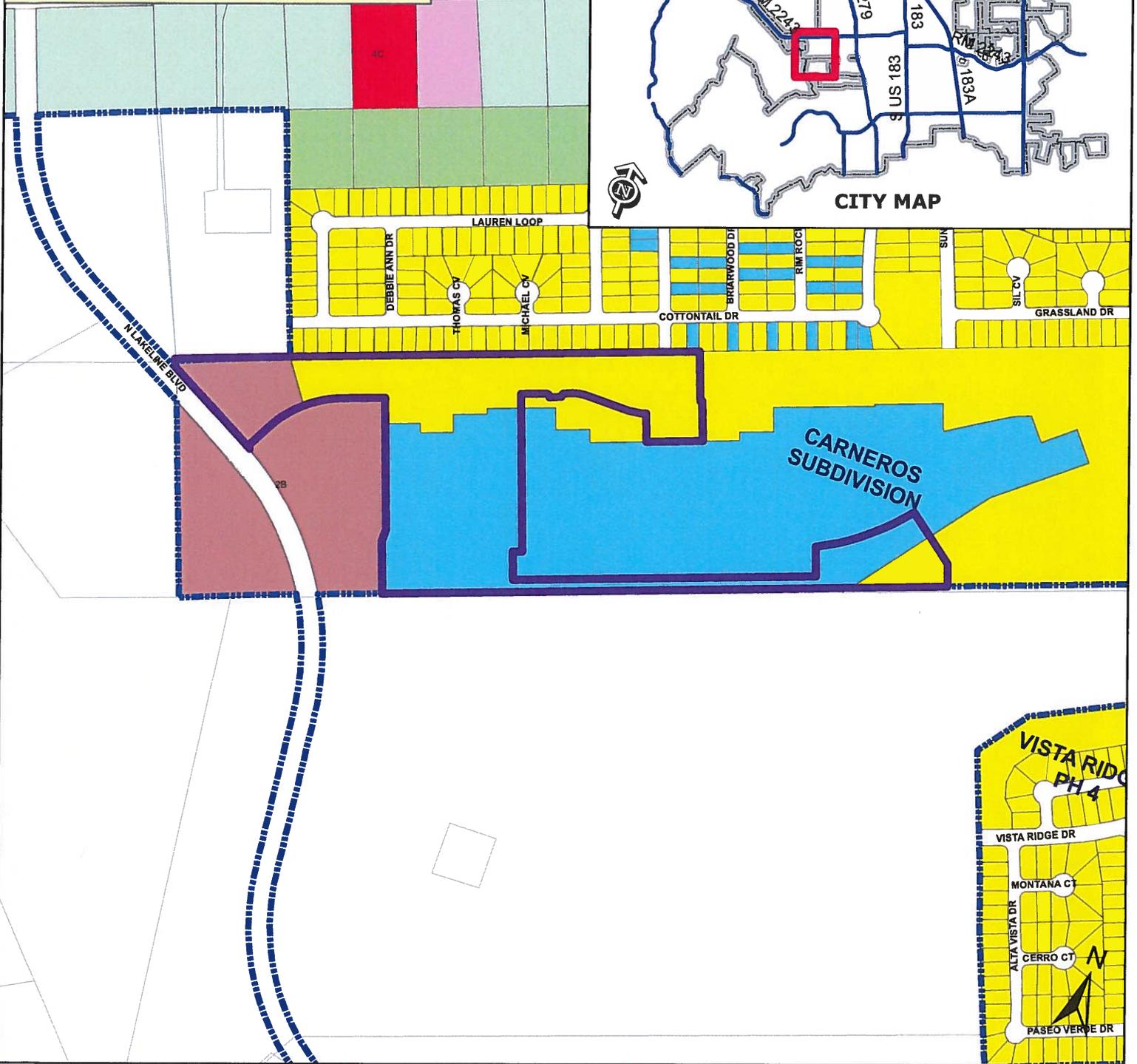
Attachments: Location Map, Engineer's Concurrence Letter, Maintenance Bond, Affidavits of All Bills Paid, and Final Pay Estimates.

Prepared by: Wayne S. Watts, P.E., CFM, City Engineer

This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.



CITY MAP



SUBDIVISION ACCEPTANCE

Location Map - Carneros Ranch: 3

- Area For Acceptance
- City Limits
- PUD Commercial
- PUD Mixed Use
- PUD Multi-Family
- PUD Single-Family
- PUD Townhome

- | | | |
|-----|--------|-----|
| SFR | SFT | GC |
| SFE | SFU/MH | HC |
| SFS | TF | HI |
| SFU | MF | PUD |
| SFC | LO | |
| SFL | LC | |



ENGINEER'S CONCURRENCE
FOR PROJECT ACCEPTANCE

PROJECT: Carneros Ranch Section Three

Date: November 6, 2015

Owner's Name and Address

Consultant Engineer's
Name and Address

CT Development, Inc.
7676 Woodway
Suite 104
Houston, TX 77063

CSF Civil Group
3636 Executive Center Drive
Suite 209
Austin, TX 78731

I, the undersigned Professional Engineer in the State of Texas, or my representative have made a visual inspection of the referenced project. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention by the City of Leander. I, therefore, recommend acceptance of this project by the City of Leander once the following listed items, if any, are corrected to the satisfaction of the City of Leander.

None



James M. Cook, P.E.

58640

Texas Registration Number

Mr. Joe DiQuinzio
Jadco, Inc.
602 West 9th Street
Austin, Texas 78701

July 16, 2015

RE: CARNEROS RANCH SECTION 3

Dear Mr. DiQuinzio:

We are pleased to inform you the above referenced facility has been inspected and found to be in substantial compliance with the provisions of the Texas Accessibility Standards. Note: *The inspection is specific only to the accessible route within the R.O.W.*

This review is advisory in nature as this project is not subject to review under the current Administrative Rules as published by the Texas Department of Licensing and Regulation.

An inspection of the residential subdivision infrastructure was conducted on July 16, 2015. The field inspection included the review of the following elements:

- Curb Ramps
- Crosswalks with Curb Ramps
- Sidewalks within the R.O.W.
- Accessible Routes within the R.O.W.

All of the elements listed above were found to be in compliance with the Texas Accessibility Standards adopted by the Texas Department of Licensing and Regulation for the purpose of ensuring compliance with the Texas Architectural Barriers Act, Article 9102, and Texas Civil Statutes.

Please note, this determination does not address the applicability of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local or federal requirements. For information on the ADA, call the ADA hotline, 800-949-4232 or the U.S. Department of Justice at 202-514-0301.

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, please contact Mike Gabel at 512-627-8670.

Sincerely,



Mike Gabel
Registered Accessibility Specialist
Texas Department of Licensing & Regulation # 1319

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that **C. C. CARLTON INDUSTRIES, LTD.** as Principal, whose address is **6207 BEE CAVES ROAD, SUITE 320, AUSTIN, TEXAS 78746** and **THE GUARANTEE COMPANY OF NORTH AMERICA USA** a Corporation organized under the laws of the State of **MICHIGAN**, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of **TWO HUNDRED NINETY THOUSAND SIX HUNDRED EIGHTY TWO AND 21/100---** Dollars (**\$290,682.21**) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed **CARNEROS RANCH SECTION 3 STREETS, WATER, WASTEWATER AND DRAINAGE IMPROVEMENTS** (*insert description of subdivision improvements*) (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of two (2) years after acceptance by the Obligee, against all defects in workmanship and materials which may become apparent during said period;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal keeps and perform the requirement of the Obligee's ordinances and this Maintenance Bond to maintain the improvements and keep the same in good repair and shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of two (2) years from and after the date of acceptance by the Owner, then this obligation shall be void, otherwise to remain in full force and effect, and Owner shall have and cover from said Principal and Surety damages in the premises, as provided, and it is further agreed that this obligation shall be a continuing one against the Principal and Surety hereon, and that successive recoveries may be had thereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said improvements shall continue throughout the maintenance period, and the same shall not be diminished in any manner from any cause during said time..

Principal agrees to repair or reconstruct the improvements in whole or in part at any time within the two year period to such extent as the Obligee deems necessary to properly correct all defects except for normal wear and tear. If the Principal fails to make the necessary corrections within ten days after being notified, the Obligee may do so or have done all said corrective work and shall have recovery hereon for all expenses thereby incurred. Principal will maintain and keep in good repair the improvements for a period of two years from the date of acceptance; it being understood that the purpose of this Maintenance Bond is to cover all defective conditions

arising by reason of defective material, work, or labor performed by said Principal or its subcontractors, and in the case the said Principal shall fail to do so within ten days after being notified, it is agreed that the Obligee may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

The Surety shall notify the Obligee at least fifteen (15) days prior to the end of the first full calendar year and prior to the lapse of this Maintenance Bond at the end of the second full calendar year.

Surety and Principal agree that whenever a defect or failure of the improvement occurs within the period of coverage under this Bond, the Surety and Principal shall provide a new maintenance bond or other surety instrument in a form acceptable to the Obligee and compliant with the Obligee's ordinances conditioned to guarantee for the period of one (1) year after the Obligee's acceptance of the corrected defect or failure, against all defects in workmanship and materials associated with the corrected defect or failure which may become apparent during said period, which shall be in addition to this Maintenance Bond.

The Surety agrees to pay the Obligee upon demand all loss and expense, including attorneys' fees, incurred by the Obligee by reason of or on account of any breach of this obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where the improvements are constructed.

This Bond is a continuing obligation and shall remain in full force and effect until cancelled as provided for herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the improvements, or the work to be performed thereon, or the plans, specifications or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the improvements, or the work to be performed thereon.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 19th day of AUGUST, 2015.

C. C. CARLTON INDUSTRIES, LTD.

Principal

By: 

Title: V.P. of Admin

Address: 6207 BEE CAVES ROAD, SUITE 320

AUSTIN, TEXAS 78746

THE GUARANTEE COMPANY OF

NORTH AMERICA USA

Surety

By: 

Title: HOWARD COWAN
ATTORNEY-IN-FACT

Address: P. O. BOX 54020

LUBBOCK, TEXAS 79453

The name and address of the Resident Agent of Surety is:

HOWARD COWAN
P. O. BOX 54020
LUBBOCK, TEXAS 79453

(Seal)



The Guarantee Company of North America USA

25800 Northwestern Highway, Suite 720

Southfield, Michigan 48075

Phone: 248-281-0281 Fax: 248-750-0431

www.gcna.com

MAINTENANCE BOND

BOND NO: 75120902

KNOW ALL MEN BY THESE PRESENTS:

That we C. C. CARLTON INDUSTRIES, LTD.

as Principal, and The Guarantee Company of North America USA as Surety, are held and firmly bound unto CITY OF LEANDER

as Obligee in the sum of TWO HUNDRED NINETY THOUSAND SIX HUNDRED EIGHTY TWO AND 21/100--
Dollars (\$290,682.21) for which sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, on the 22nd day of JULY, 2014, Principal entered into a contract with the Obligee for CT DEVELOPMENT, INC. - CARNEROS RANCH SECTION 3 STREETS, WATER, WASTEWATER AND DRAINAGE IMPROVEMENTS

Which contract is by reference made a part hereof and is hereafter referred to as the Contract.

NOW THEREFORE, the condition of this obligation is such, that if the Contractor shall make good any defect in material or construction that shall appear within 2 year(s) from the date of the substantial completion, (AUGUST 18, 2015) this shall be null and void and otherwise remain in full force and effect.

Signed, sealed and dated this 19th day of AUGUST, 2015.

C. C. CARLTON INDUSTRIES, LTD.

By: [Signature]
Off. of Admin.

The Guarantee Company of North America USA

By: [Signature]
Attorney-in-Fact HOWARD COWAN



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Howard Cowan, Marla Hill
Cowan-Hill Bond Agency, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & COO

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 19th day of AUGUST, 2015

Randall Musselman, Secretary



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Howard Cowan, Marla Hill
Cowan-Hill Bond Agency, Inc.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & COO

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 19th day of AUGUST, 2015

Randall Musselman, Secretary

C C Carlton Industries, LTD
6207 Bee Caves, Rd. Suite 320, Austin Texas 78746

CARNEROS RANCH SECTION 3
STREET, DRAINAGE, WATER, AND WASTEWATER IMPROVEMENTS

FINAL PUBLIC COST AND QUANTITY 8/18/2015

STREET IMPROVEMENTS

<u>EXCAVATION ROW - ROW</u>	<u>23885.00</u>	SY	\$	3.25	\$	77,626.25
<u>SUBGRADE PREP 1' BOC</u>	<u>16295.00</u>	SY	\$	2.00	\$	32,590.00
<u>12" BASE 1' BOC</u>	<u>3669.00</u>	SY	\$	12.00	\$	44,028.00
<u>8" BASE 1' BOC</u>	<u>12626.00</u>	SY	\$	8.00	\$	101,008.00
<u>2" HMAC</u>	<u>3150.00</u>	SY	\$	12.00	\$	37,800.00
<u>1.5" HMAC</u>	<u>10395.00</u>	SY	\$	9.00	\$	93,555.00
<u>CURB & GUTTER</u>	<u>7572.00</u>	LF	\$	15.00	\$	113,580.00
<u>CONC. VALLEY GUTTER 30'</u>	<u>1.00</u>	EA	\$	3,800.00	\$	3,800.00
<u>ADA RAMPS</u>	<u>26.00</u>	EA	\$	1,200.00	\$	31,200.00
<u>4' SIDEWALK</u>	<u>425.00</u>	LF	\$	25.00	\$	10,625.00
<u>STREET SIGN W/ STOP SIGN</u>	<u>7.00</u>	EA	\$	500.00	\$	3,500.00
<u>MISC. SIGNS CHILD CAUTION</u>	<u>2.00</u>	EA	\$	350.00	\$	700.00
<u>STREET LIGHT IMPROVEMENTS</u>	<u>1.00</u>	LS	\$	82,793.50	\$	82,793.50
<u>LED STREET LIGHT HEADS</u>	<u>1.00</u>	LS	\$	6,285.30	\$	6,285.30
<u>30' BARRICADES</u>	<u>4.00</u>	EA	\$	1,050.00	\$	4,200.00

TOTAL STREET IMPROVEMENTS	\$ 643,291.05
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DRAINAGE IMPROVEMENTS

<u>10' CURB INLET W/ TRANS.</u>	<u>19.00</u>	EA	\$	4,100.00	\$	77,900.00
<u>4' X 4' AREA INLETS</u>	<u>4.00</u>	EA	\$	3,300.00	\$	13,200.00
<u>18" RCP PIPE</u>	<u>665.00</u>	LF	\$	53.00	\$	35,245.00
<u>24" RCP PIPE</u>	<u>1275.00</u>	LF	\$	64.00	\$	81,600.00
<u>30" RCP PIPE</u>	<u>40.00</u>	LF	\$	94.00	\$	3,760.00
<u>36" RCP PIPE</u>	<u>1242.00</u>	LF	\$	104.00	\$	129,168.00
<u>36" RCP CL4 PIPE</u>	<u>170.00</u>	LF	\$	114.00	\$	19,380.00
<u>42" RCP PIPE</u>	<u>290.00</u>	LF	\$	134.00	\$	38,860.00
<u>4' X 4' BOX CULVERT</u>	<u>50.00</u>	LF	\$	209.00	\$	10,450.00
<u>5' X 4' BOX CULVERT</u>	<u>1386.00</u>	LF	\$	244.00	\$	338,184.00
<u>6' X 6' JUNCTION BOX</u>	<u>1.00</u>	LS	\$	7,600.00	\$	7,600.00
<u>CHANNEL A STA 5+50 TO 22+00</u>	<u>9700.00</u>	CY	\$	7.00	\$	67,900.00
<u>PARALLEL WINGWALL</u>	<u>2.00</u>	EA	\$	14,000.00	\$	28,000.00

JML
8-8-15

C.C. Carlton Industries, Ltd.

<u>18" SLOPED END</u>	<u>1.00</u>	EA	\$ 1,600.00	\$ 1,600.00
<u>24" SLOPED END</u>	<u>2.00</u>	EA	\$ 1,850.00	\$ 3,700.00
<u>36" SLOPED END</u>	<u>2.00</u>	EA	\$ 2,600.00	\$ 5,200.00
<u>4' MANHOLE INCL. ADJ.</u>	<u>1.00</u>	EA	\$ 3,900.00	\$ 3,900.00
<u>5' MANHOLE INCL. ADJ.</u>	<u>4.00</u>	EA	\$ 4,000.00	\$ 16,000.00
<u>6' MANHOLE INCL. ADJ.</u>	<u>1.00</u>	EA	\$ 5,800.00	\$ 5,800.00
<u>RISER ACCESS CONES FOR 5' X 4' INCL. ADJ.</u>	<u>5.00</u>	EA	\$ 1,000.00	\$ 5,000.00
<u>MORTARED ROCK RIP-RAP @ CHANNEL OUTFALLS</u>	<u>11.00</u>	CY	\$ 400.00	\$ 4,400.00
TOTAL DRAINAGE IMPROVEMENTS				\$ 896,847.00
DET. & WATER QUALITY POND				
<u>POND EXCAVATION & EMBANKMENT</u>	<u>1.00</u>	LS	\$ 100,000.00	\$ 100,000.00
<u>FOREBAY WALL</u>	<u>1.00</u>	LS	\$ 42,000.00	\$ 42,000.00
<u>OUTFALL STRUCTURE</u>	<u>1.00</u>	LS	\$ 12,300.00	\$ 12,300.00
<u>18" CLAY LINER</u>	<u>1.00</u>	LS	\$ 60,000.00	\$ 60,000.00
<u>48" RCP RJ PIPE</u>	<u>110.00</u>	LF	\$ 160.00	\$ 17,600.00
<u>48" SLOPED END</u>	<u>1.00</u>	EA	\$ 7,000.00	\$ 7,000.00
<u>WET POND PERM POOL WATER</u>	<u>1.00</u>	LS	\$ 18,100.00	\$ 18,100.00
<u>ACCESS DRIVES, CONC. PADS ROCK RIP-RAP, GATES, SIGNS, SED. MARKERS, WETLAND PLANTINGS, REVEG. & MISC.</u>	<u>1.00</u>	LS	\$ 95,000.00	\$ 95,000.00
TOTAL DET. & WATER QUALITY POND				\$ 352,000.00
WATER IMPROVEMENTS				
<u>8" PVC DR14 PIPE</u>	<u>3675.00</u>	LF	\$ 30.00	\$ 110,250.00
<u>12" PVC DR14 PIPE</u>	<u>780.00</u>	LF	\$ 47.00	\$ 36,660.00
<u>ADD 14" DR11 HDPE THRU EXIST. SLEEVE INCLUDING ADAPTERS, REDUCERS AND 45D ELBOWS</u>	<u>100.00</u>	LF	\$ 126.00	\$ 12,600.00
<u>FIRE HYDRANT ASS'Y.</u>	<u>9.00</u>	EA	\$ 4,200.00	\$ 37,800.00
<u>6" GATE VALVE INCL ADJ.</u>	<u>9.00</u>	EA	\$ 1,400.00	\$ 12,600.00
<u>8" GATE VALVE INCL ADJ.</u>	<u>13.00</u>	EA	\$ 1,800.00	\$ 23,400.00
<u>12" GATE VALVE INCL ADJ.</u>	<u>4.00</u>	EA	\$ 2,800.00	\$ 11,200.00
<u>DBL LONG SERV. W/ SLEEVES</u>	<u>24.00</u>	EA	\$ 1,650.00	\$ 39,600.00
<u>DBL SHORT SERV. W/ SLEEVES</u>	<u>17.00</u>	EA	\$ 1,300.00	\$ 22,100.00
<u>IRRIGATION SERVICE</u>	<u>1.00</u>	EA	\$ 1,100.00	\$ 1,100.00

JML
8/18/15

C.C. Carlton Industries, Ltd.

<u>SINGLE LONG SERV.</u>	<u>2.00</u>	EA	\$	1,450.00	\$	2,900.00
<u>SINGLE SHORT SERV.</u>	<u>2.00</u>	EA	\$	1,100.00	\$	2,200.00
<u>TIE TO EXIST. 8" WATERLINE</u>	<u>1.00</u>	LS	\$	2,000.00	\$	2,000.00
TOTAL WATER IMPROVEMENTS						\$ 314,410.00
WASTEWATER IMPROVEMENTS						
<u>8" PVC SDR26 PIPE 8-10</u>	<u>3337.00</u>	LF	\$	41.00	\$	136,817.00
<u>8" PVC SDR26 PIPE 10-12</u>	<u>290.00</u>	LF	\$	48.00	\$	13,920.00
<u>4' MANHOLES INCL. ADJ.</u>	<u>15.00</u>	EA	\$	4,300.00	\$	64,500.00
<u>EXTRA DEPTH M.H.</u>	<u>25.00</u>	VF	\$	500.00	\$	12,500.00
<u>SINGLE LONG SERV.</u>	<u>1.00</u>	EA	\$	1,700.00	\$	1,700.00
<u>SINGLE SHORT SERV.</u>	<u>2.00</u>	EA	\$	1,450.00	\$	2,900.00
<u>DBL LONG SERV.</u>	<u>20.00</u>	LF	\$	1,700.00	\$	34,000.00
<u>DBL. SHORT SERV.</u>	<u>26.00</u>	EA	\$	1,500.00	\$	39,000.00
TOTAL WASTEWATER IMPROVEMENTS						\$ 305,337.00
OFFSITE WASTEWATER						
<u>12" PVC SDR26 PIPE 10-12</u>	<u>2326.00</u>	LF	\$	52.00	\$	120,952.00
<u>12" PVC SDR26 PIPE 12-14</u>	<u>447.00</u>	LF	\$	58.00	\$	25,926.00
<u>8" PVC SDR26 PIPE 8-10</u>	<u>367.00</u>	LF	\$	41.00	\$	15,047.00
<u>8" PVC SDR26 PIPE 10-12</u>	<u>1079.00</u>	LF	\$	48.00	\$	51,792.00
<u>8" PVC SDR26 PIPE 12-14</u>	<u>420.00</u>	LF	\$	56.00	\$	23,520.00
<u>SINGLE SHORT SERV.</u>	<u>2.00</u>	EA	\$	1,450.00	\$	2,900.00
<u>DBL LONG SERV.</u>	<u>17.00</u>	LF	\$	1,700.00	\$	28,900.00
<u>DBL. SHORT SERV.</u>	<u>19.00</u>	EA	\$	1,500.00	\$	28,500.00
<u>4' MANHOLES INCL. ADJ.</u>	<u>16.00</u>	EA	\$	4,400.00	\$	70,400.00
<u>EXTRA DEPTH M.H.</u>	<u>50.00</u>	VF	\$	500.00	\$	25,000.00
<u>TIE TO EXIST. W.W. LINE</u>	<u>1.00</u>	EA	\$	2,000.00	\$	2,000.00
TOTAL OFFSITE WASTEWATER						\$ 394,937.00
TOTAL CARNEROS RANCH SUBDIVISION SECTION 3						\$ 2,906,822.05



CERTIFIED AS TO FINAL
COST & QUANTITIES

\$ 2,906,822.05

8-19-15

[Handwritten Signature]

**FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN**

STATE OF TEXAS
COUNTY OF

,
;

Date: 11/17/15

Developer: CT Development

Contractor/Material
Provider ("Affiant"): C.C.Carlton Industries, Ltd.

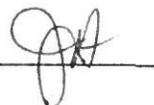
Project : Carneros Ranch Section 3 Public Utilities (Contract Amount \$2,906,822.05)

This is to acknowledge and certify that Affiant has completed the construction of all improvements for the project noted above and that Affiant has been paid in full for all labor and material provided to the above-noted construction project, except for retainage, and acknowledges and certifies that Affiant, and all of his or its agents, employees, successors, assigns, subsidiaries, and legal representatives will and do release and waive all Mechanic's liens, or similar lien rights, which have or might arise as a result of the Affiant's or Affiant's agents' or employees' providing labor and materials to the above-noted project. Affiant understands that a portion or all of the property upon which the project is located has been or will be accepted by the City of Leander, Texas, for ownership, maintenance, and operation. Affiant further agrees that it shall look solely to the Developer for payment of the retainage and shall have no cause of action whatsoever, against the City in the event that the retainage is not paid to the Affiant, and that Affiant shall not file a lien of any kind which has or may arise related to the release of the retainage for the project. Affiant acknowledges and understands that the City is relying on the representations made in this document to accept the phase or portion of the subdivision in which the project is located.

In addition to the foregoing, Affiant acknowledges and certifies that Affiant has paid all laborers, subcontractors, materialmen, and all other persons or parties who have provided labor or materials through, for, or on behalf of the Affiant to the above-noted construction project.

Affiant indemnifies and holds Owner harmless from any liens, debts or obligations which arise as a result of labor or materials provided by or through Affiant to the project through the date set out above. Affiant further indemnifies and holds harmless all real property on which the improvements were constructed and all interests in such property, including leasehold interests, from any liens, debts, or obligations arising from any labor or materials provided by or through Affiant to the project through the date set out above.

SUBSCRIBED AND SWORN TO BY Affiant on this 17th day of November 2015

Initialed: 

AFFIANT:

Signature: *Jan Hurdcastle*

Typed Name: JAN HURDCASTLE

Title: V.P. of Administration

STATE OF TEXAS :
COUNTY OF Texas :

BEFORE ME the undersigned authority on this day personally appeared *Jan Hurdcastle* known to me to be the person noted above, and acknowledged to me the following: that he/she executed the foregoing for the purpose and consideration therein expressed, in the capacity therein stated, and as the duly authorized act and deed of the party releasing and waiving the lien therein; and that every statement therein is within his/her knowledge and is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17th day of November, 2015

[S E A L]



Jennifer Henson
Notary in and for the State of Texas

Name: Jennifer Henson

My commission expires: 2/26/2018

Initialed: *JH*



Executive Summary

February 18, 2016

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for: **Bluffs at Crystal Falls Section 3, Phase 3G**

Background: The subdivision infrastructure improvements required for Bluffs at Crystal Falls Section 3, Phase 3G have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on February 18, 2016 which will provide warranty and maintenance coverage for the infrastructure improvements through February 18, 2018. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the Maintenance Bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

Origination: Wayne S. Watts, P.E., CFM, City Engineer

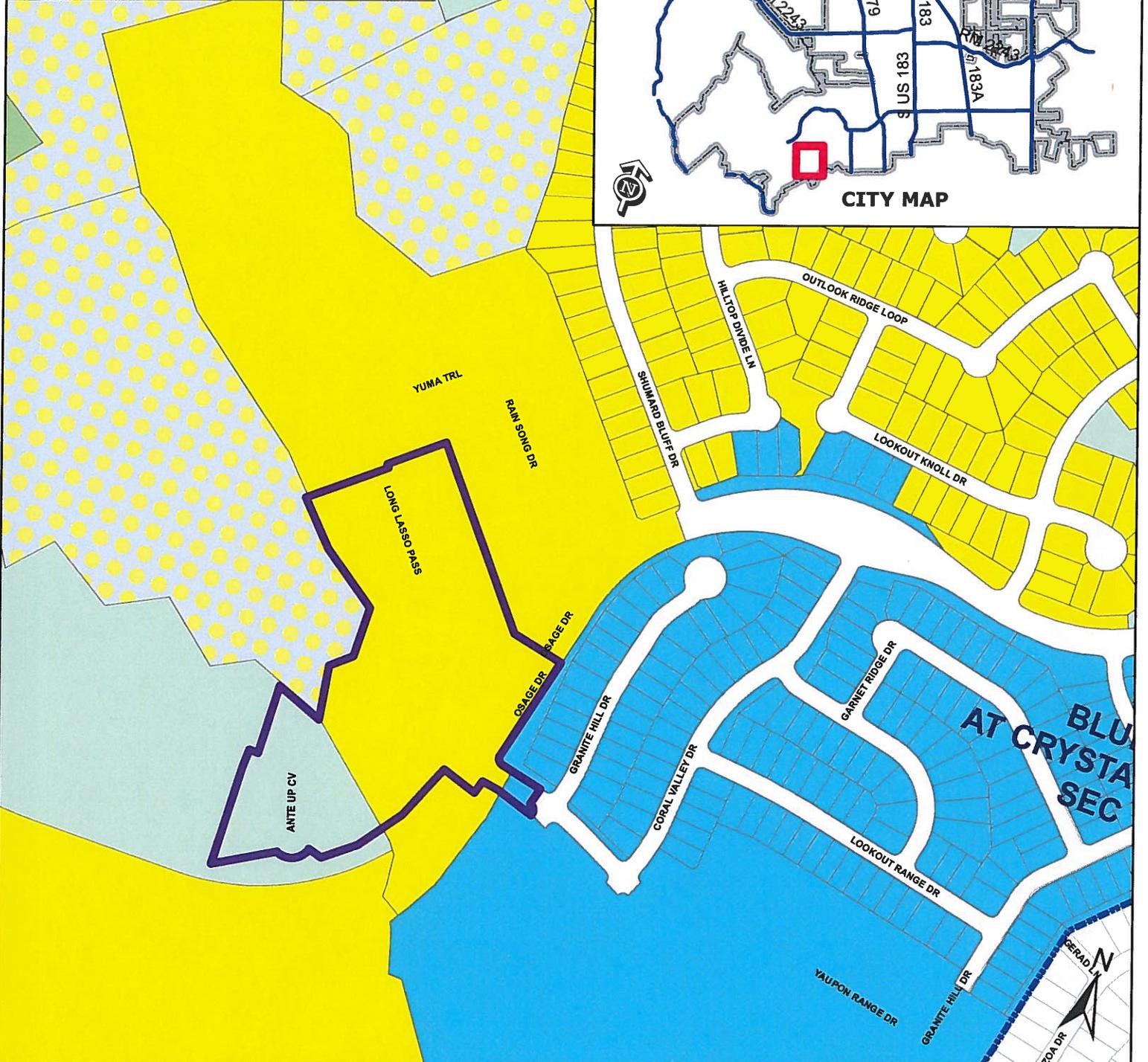
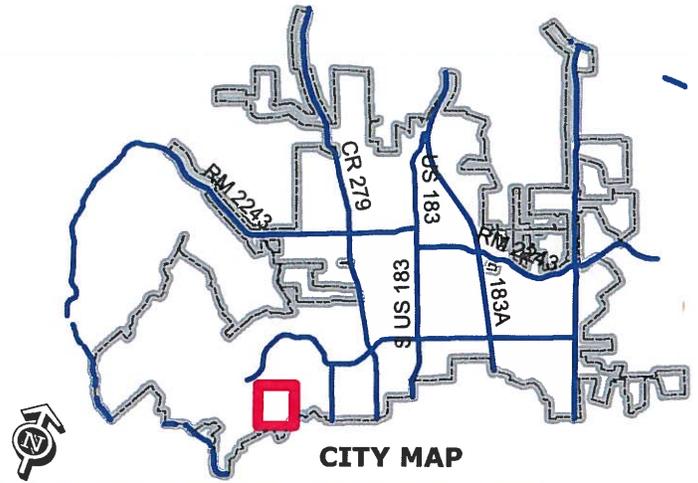
Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Bluffs at Crystal Falls Section 3, Phase 3G.

Attachments: Location Map, Engineer's Concurrence Letter, Maintenance Bond, Affidavits of All Bills Paid, and Final Pay Estimates.

Prepared by: Wayne S. Watts, P.E., CFM, City Engineer

This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.



SUBDIVISION ACCEPTANCE

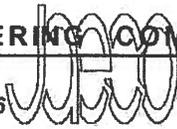
- Area for Acceptance
- City Limits
- PUD Commercial
- PUD Mixed Use
- PUD Multi-Family
- PUD Single-Family
- PUD Townhome

Location Map - Bluffs at Crystal Falls 3-3G

- | | | |
|-----|--------|-----|
| SFR | SFT | GC |
| SFE | SFU/MH | HC |
| SFS | TF | HI |
| SFU | MF | PUD |
| SFC | LO | |
| SFL | LC | |
- 0 400 Feet

JAY ENGINEERING COMPANY, INC.

P.O. Box 1220
Leander, TX 78646



(512) 259-3882
Fax 259-8016

Texas Registered Engineering Firm F-4780

February 8, 2016

Wayne S. Watts, P.E., City Engineer
City of Leander
P.O. Box 319
Leander, Texas 7864

Re: Bluffs at Crystal Falls Section 3, Phase 3G
Street, Drainage, and Water Improvements
Certificate of Completion

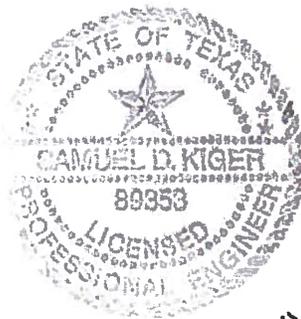
Dear Mr. Watts:

I, the licensed professional engineer of record, have made a final visual observation of the referenced project. I have also visited the site during construction, and observed the installation of street, drainage, and water improvements. Based on these observations and inspection/testing results, I hereby certify that these improvements were completed in substantial conformance with the approved plans and specifications.

We trust you will find this information helpful when considering the acceptance of this project. If you should have any questions or need additional information in this regard, please let us know.

Sincerely,

Samuel D. Kiger, P.E.
SDK/s



2-8-16

December 21, 2015

Taylor Morrison
c/o Michael Moyer
Taylor Morrison of Texas, Inc.
11200 Lakeline Boulevard, Suite 150A
Austin, TX 78717

**Re: The Bluffs at Crystal Falls II Phase 3G –
Compliance with the Texas Accessibility Standards**

Dear Mr. Moyer,

This report presents the findings of the on-site inspection for The Bluffs at Crystal Fall II Phase 3G Project for compliance with the Texas Accessibility Standards. This report is limited to inspecting the elements for compliance with the applicable technical standards and not scoping. An inspection of the site was conducted on December 18, 2015 which included the review of sidewalks, curb ramps and associated crosswalks within Phase 3G. Sidewalks in front of individual lots were not inspected for compliance.

The following elements in this report are not in compliance with the Texas Accessibility Standards (TAS). The scope of work is limited to the inspection of the elements and excludes project registration with TDLR and a formal plan review of the design documents.

Feel free to contact me at (512) 410-7059 or at jel@alturalp.com with any questions.

Sincerely,



Jesús Lardizábal
President

No violations of the Texas Accessibility Standards were found. All previous violations issued on the report issued on October 21, 2015 were found to have been corrected.

MAINTENANCE BOND
Subdivision Improvements

Bond No. 713666P

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Ross Construction, Inc. as Principal, whose address is 8700 Manchaca Rd, #105, Austin, TX 78748, and Developers Surety and Indemnity Company, a Corporation organized under the laws of the State of Iowa, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of One Hundred Thirty One Thousand Three Hundred Ninety Eight & 67/100's (\$131,398.67) Dollars to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed Bluffs at Crystal Falls Section 3, Ph 3G Street, Drainage and Utility Improvements Including Trench Backfill (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of two (2) years after acceptance by the Obligee, against all defects in workmanship and materials which may become apparent during said period;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal keeps and perform the requirement of the Obligee's ordinances and this Maintenance Bond to maintain the improvements and keep the same in good repair and shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of two (2) years from and after the date of acceptance by the Owner, then this obligation shall be void, otherwise to remain in full force and effect, and Owner shall have and cover from said Principal and Surety damages in the premises, as provided, and it is further agreed that this obligation shall be a continuing one against the Principal and Surety hereon, and that successive recoveries may be had thereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said improvements shall continue throughout the maintenance period, and the same shall not be diminished in any manner from any cause during said time..

Principal agrees to repair or reconstruct the improvements in whole or in part at any time within the two year period to such extent as the Obligee deems necessary to properly correct all defects except for normal wear and tear. If the Principal fails to make the necessary corrections within ten days after being notified, the Obligee may do so or have done all said corrective work and shall have recovery hereon for all expenses thereby incurred. Principal will maintain and keep in good repair the improvements for a period of two years from the date of acceptance; it being understood that the purpose of this Maintenance Bond is to cover all defective conditions arising by reason of defective material, work, or labor performed by said Principal or its subcontractors, and in the case the said Principal shall fail to do so within ten days after being

notified, it is agreed that the Obligee may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

The Surety shall notify the Obligee at least fifteen (15) days prior to the end of the first full calendar year and prior to the lapse of this Maintenance Bond at the end of the second full calendar year.

Surety and Principal agree that whenever a defect or failure of the improvement occurs within the period of coverage under this Bond, the Surety and Principal shall provide a new maintenance bond or other surety instrument in a form acceptable to the Obligee and compliant with the Obligee's ordinances conditioned to guarantee for the period of one (1) year after the Obligee's acceptance of the corrected defect or failure, against all defects in workmanship and materials associated with the corrected defect or failure which may become apparent during said period, which shall be in addition to this Maintenance Bond.

The Surety agrees to pay the Obligee upon demand all loss and expense, including attorneys' fees, incurred by the Obligee by reason of or on account of any breach of this obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where the improvements are constructed.

This Bond is a continuing obligation and shall remain in full force and effect until cancelled as provided for herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the improvements, or the work to be performed thereon, or the plans, specifications or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the improvements, or the work to be performed thereon.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 11th day of January, 2016 .

Ross Construction, Inc.
Principal

Developers Surety and Indemnity Company
Surety

By: 

By: 

Title: President

Title: John W. Schuler, Attorney-in-Fact

Address: _____

Address: _____

8700 Manchaca Rd, #105
Austin, TX 78748

2591 Dallas Pkwy, Ste. 105
Frisco, TX 75034

The name and address of the Resident Agent of Surety is:

Time Insurance Agency, Inc.

1405 E. Riverside Drive, Austin, TX 78741

(Seal)

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:
John W. Schuler, Walter E. Benson Jr., Steven W. Dobson, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this November 21, 2013

By: *Daniel Young*
Daniel Young, Senior Vice-President
By: *Mark J. Lansdon*
Mark J. Lansdon, Vice-President



State of California
County of Orange

On November 21, 2013 before me Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

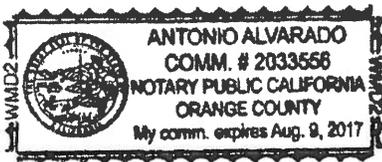
personally appeared Daniel Young and Mark J. Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature *Antonio Alvarado*
Antonio Alvarado, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 11th day of January 2016

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Surety's toll free telephone number for information or to make a complaint at:

1-800-782-1546

You may also write to the Surety at:

P.O. Box 19725
Irvine, CA 92623-9725

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANCE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-800-782-1546

Usted tambien puede escribir al Surety:

P.O. Box 19725
Irvine, CA 92623-9725

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de compa-nias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comuni-carse con el departamento (TDI).

UNA ESTEAVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



**Developers Surety and Indemnity Company
Indemnity Company of California
CorePointe Insurance Company**

17771 Cowan, Suite 100
Irvine, CA 92614
1-800-782-1546
www.AmTrustSurety.com

Project: The Bluffs at Crystal Falls Sec 3 Ph 3G
 Contractor: Ross Construction, Inc.
 Owner: Taylor Morrison at Crystal Falls, LLC

Pay Request No: FIVE
 Pay Request Thru: 10/30/2015
 Original Contract Amount: \$1,298,167.00
 Total Change Orders: \$137,743.28
 Current Contract Amount: \$1,435,910.28

Payment Item	Original Contract Quantity	Change Order #1 Quantity	Change Order #2 Quantity	Change Order #3 Quantity	Change Order #4 Quantity	Revised Total Quantity	Unit	Unit Price	Original Contract Price	Revised Contract Price
BLUFFS 3-3G										
Erosion Controls / Restoration / Signs (021570-10)										
1 SILT FENCE	1,343					1,343.00	LF	1.75	\$2,350.25	\$2,350.25
2 SILT FENCE BEHIND CURB	3,395					3,395.00	LF	1.75	\$5,941.25	\$5,941.25
3 TEMPORARY DIVERSION BERMS	30					30.00	LF	15.00	\$450.00	\$450.00
5 STABILIZED CONSTRUCTION ENT	1					1.00	EA	900.00	\$900.00	\$900.00
6 SALVAGED TOPSOIL IN ROW	6,732					6,732.00	SY	0.90	\$6,058.80	\$6,058.80
7 STREET/STOP SIGN	5					5.00	EA	1,087.00	\$5,435.00	\$5,435.00
8 STOP BARS	2					2.00	EA	400.00	\$800.00	\$800.00
9 SUPPLY AND INSTALL STREET BARRICADE	1					1.00	EA	1,500.00	\$1,500.00	\$1,500.00
10 BIKE LANE CROSSING	0	434.0				434.00	LF	4.18	\$0.00	\$1,814.12
11 PEDESTRIAN CROSSING	0	1.0				1.00	LS	3,472.00	\$0.00	\$3,472.00
12 INLET PROTECTION	7					7.00	EA	300.00	\$2,100.00	\$2,100.00
Subtotal Erosion Controls										
									\$25,535.30	\$25,535.30
Cleaning & Rough Cut (021530-10)										
1 CLEAR AND GRUB ROW AND EASEMENTS	2.8					2.80	AC	3,500.00	\$9,800.00	\$9,800.00
2 EXCAVATION ROW	3,505					3,505.00	CY	7.00	\$24,535.00	\$24,535.00
3 HAUL SPOILS TO ONSITE SPOILS AREA	3,088					3,088.00	CY	2.50	\$7,720.00	\$7,720.00
4 EMBANKMENT ROW	418					418.00	CY	3.50	\$1,463.00	\$1,463.00
Subtotal Cleaning & Rough Cut										
									\$43,518.00	\$43,518.00
Water Improvements (320100-10)										
1 8" PVC C900 DR 14 WATER LINE	1,632					1,632.00	LF	14.50	\$23,664.00	\$23,664.00
2 8" GATE VALVE AND BOX	4					4.00	EA	1,450.00	\$5,800.00	\$5,800.00
3 8" FITTINGS	5					5.00	EA	500.00	\$2,500.00	\$2,500.00
4 WET CONNECTION	1					1.00	EA	900.00	\$900.00	\$900.00
5 5-1/4" HYDRANT ASSEMBLY	4					4.00	EA	3,400.00	\$13,600.00	\$13,600.00
6 DOUBLE WATER SERVICE	13					12.00	EA	1,700.00	\$20,400.00	\$20,400.00
7 SINGLE WATER SERVICE	5					5.00	EA	1,600.00	\$8,000.00	\$8,000.00
Subtotal Water Improvements										
									\$98,196.00	\$98,196.00
Wastewater Impr. (320120-10)										
2 6" PVC WW - FORCE MAIN	236					236.00	EA	16.00	\$3,776.00	\$3,776.00
3 8" PVC WW - SDR 26	1,518					1,518.00	EA	38.00	\$57,684.00	\$57,684.00
4 WW MANHOLES	12					12.00	EA	4,450.00	\$53,400.00	\$53,400.00
5 EXTRA VERTICAL FEET	15					15.00	EA	450.00	\$6,750.00	\$6,750.00
6 MANHOLE COATING	12					11.00	EA	960.00	\$11,520.00	\$11,520.00
7 DOUBLE WW SERVICE	13					12.00	EA	1,975.00	\$23,700.00	\$23,700.00
8 SINGLE WW SERVICE	5					4.00	EA	1,800.00	\$7,200.00	\$7,200.00
Subtotal Wastewater Impr.										
									\$167,805.00	\$167,805.00
Drainage Impr. (320140-10)										
1 10" CURB INLETS	7					5.00	EA	3,260.00	\$22,420.00	\$22,420.00
1 15" CURB INLETS	0					1.00	EA	4,500.00	\$4,500.00	\$4,500.00
2 4" SS MANHOLE	3					3.00	EA	3,500.00	\$10,500.00	\$10,500.00
3 8" JB MANHOLE	3					3.00	LF	8,500.00	\$25,500.00	\$25,500.00
4 18" RCP	112					75.00	LF	47.00	\$3,525.00	\$3,525.00
Subtotal Drainage Impr.										
									\$77,970.00	\$77,970.00
									\$167,805.00	\$177,708.00

Project: The Bluffs at Crystal Falls Sec 3 Ph 3G
 Contractor: Ross Construction, Inc
 Owner: Taylor Morrison at Crystal Falls, LLC

Pay Request No.: FIVE
 Pay Request Thru: 10/30/2015

Original Contract Amount: \$1,298,167.00
 Total Change Orders: \$137,153.26
 Current Contract Amount: \$1,435,320.26

Payment Item	Original Contract Quantity	Change Order #1 Quantity	Change Order #2 Quantity	Change Order #3 Quantity	Change Order #4 Quantity	Revised Total Quantity	Unit	Unit Price	Original Contract Price	Revised Contract Price
Subtotal Drainage Impr:										
5 24" RCP	330					330.00	LF	65.00	\$21,450.00	\$21,450.00
6 30" RCP	711					711.00	LF	75.00	\$53,325.00	\$53,325.00
7 36" RCP	40		4			44.00	LF	107.00	\$4,280.00	\$0.00
7 42" RCP	0		40.0			40.00	LF	160.00	\$0.00	\$6,400.00
8 54" RCP	640		640.0			1,280.00	LF	245.00	\$156,800.00	\$0.00
8 60" RCP	0		516.0			516.00	LF	273.00	\$0.00	\$140,868.00
9 48" HDWL / BASIN	1		(1.0)			0.00	EA	7,975.00	\$7,975.00	\$0.00
9 60" HDWL / BASIN	0		1.0			1.00	EA	9,975.00	\$0.00	\$9,975.00
10 LEVEL SPREADER	2					2.00	EA	800.00	\$1,600.00	\$1,600.00
Subtotal Drainage Impr:									\$309,094.00	\$293,643.00
Street Improvements (310100-10)										
1 SUBGRADE PREPARATION	7,222					7,222.00	SY	1.95	\$14,082.90	\$14,082.90
2 8" FLEX BASE	7,222					7,222.00	SY	7.20	\$51,998.40	\$51,998.40
3 1-1/2" HMAC	6,057					6,057.00	SY	8.95	\$54,210.15	\$54,210.15
4 CURB AND GUTTER	3,395					3,395.00	LF	11.00	\$37,345.00	\$37,345.00
5 ADA SIDEWALK	1,175		2.0			1,177.00	EA	16.00	\$18,800.00	\$18,800.00
7 ADA RAMPS	6					6.00	EA	850.00	\$5,100.00	\$5,800.00
8 LIGHT FOUNDATION	5					5.00	EA	1,000.00	\$5,000.00	\$5,000.00
8 CUSTOM LIGHT POLE AND WIRING	5					5.00	EA	2,125.00	\$10,625.00	\$10,625.00
Subtotal Street Improvements									\$197,161.45	\$198,861.45
Lift Station Improvements										
1 LIFT STATION	1					1.00	LS	\$277,634.20	\$277,634.20	\$277,634.20
Subtotal Lot Improvements									\$277,634.20	\$277,634.20
Lot Improvements										
1 LOT EXCAVATION	0					0.00	CY	12.00	\$0.00	\$0.00
2 LOT EMBANKMENT	0					0.00	CY	3.50	\$0.00	\$0.00
3 LOT CLEARING	0					0.00	EA	595.00	\$0.00	\$0.00
Subtotal Lot Improvements									\$0.00	\$0.00
OSAGE Erosion Controls / Restoration / Signs (021570-10)										
1 SILT FENCE	697					697.00	LF	1.75	\$1,219.75	\$1,219.75
2 SILT FENCE BEHIND CURB AFTER PAVING	991					991.00	LF	1.75	\$1,734.25	\$4.2
3 TEMPORARY DIVERSION BERMS	30					30.00	LF	15.00	\$450.00	\$45.00
4 ROCK BERMS	30					30.00	LF	20.00	\$600.00	\$600.00
5 STABILIZED CONSTRUCTION ENT.	2					2.00	EA	900.00	\$1,800.00	\$1,800.00
6 SALVAGED TOPSOIL IN ROW	1,101					1,101.00	SY	0.90	\$990.90	\$990.90
7 INSTALL AND SUPPLY STREET/STOP SIGN	2					2.00	EA	1,087.00	\$2,174.00	\$2,174.00
8 STOP BARS	1					1.00	EA	400.00	\$400.00	\$400.00
9 SUPPLY AND INSTALL STREET BARRICADE	1					1.00	EA	1,500.00	\$1,500.00	\$1,500.00
10 INLET PROTECTION	3					3.00	EA	300.00	\$900.00	\$900.00
Subtotal Erosion Controls									\$11,768.90	\$11,768.90
OSAGE Clearing & Rough Cut (021530-10)										
1 CLEAR AND GRUB ROW AND EASEMENTS	0.7					0.70	AC	\$3,500.00	\$2,450.00	\$2,450.00
2 EXCAVATION ROW	876					876.00	CY	7.00	6,132.00	\$6,132.00

Project: The Bluffs at Crystal Falls Sec 3 PN 3G
 Contractor: Ross Construction, Inc
 Owner: Taylor Morrison at Crystal Falls, LLC

Pay Request No.: FIVE
 Pay Request Thru: 10/30/2015

Original Contract Amount: \$1,298,167.00
 Total Change Orders: \$137,153.26
 Current Contract Amount: \$1,435,320.26

Payment Item	Original Contract Quantity	Change Order #1 Quantity	Change Order #2 Quantity	Change Order #3 Quantity	Change Order #4 Quantity	Revised Total Quantity	Unit	Unit Price	Original Contract Price	Revised Contract Price
Subtotal Cleaning & Rough Cut										
3 HAUL SPOILS TO ON-SITE SPOILS AREA	772					772.00	CY	\$ 2.50	\$ 1,930.00	\$1,930.00
4 EMBANKMENT ROW	104					104.00	CY	\$ 3.50	\$ 364.00	\$364.00
Subtotal Cleaning & Rough Cut										
OSAGE Water Improvements (320100-10)										
1 8" PVC C900 DR 14 WATER LINE	62					62.00	LF	\$ 28.00	\$ 1,736.00	\$1,736.00
2 8" GATE VALVE AND BOX	1					1.00	EA	\$ 1,450.00	\$ 1,450.00	\$1,450.00
3 12" PVC C900 DR 14 WATER LINE	433					433.00	EA	\$ 48.00	\$ 20,784.00	\$20,784.00
4 12" GATE VALVE AND BOX						1.00	EA	\$ 2,000.00	\$ 2,000.00	\$2,000.00
6 WET CONNECTION						1.00	EA	\$ 500.00	\$ 500.00	\$500.00
7 5-1/4" HYDRANT ASSEMBLY						1.00	EA	\$ 3,400.00	\$ 3,400.00	\$3,400.00
Subtotal Water Improvements										
OSAGE Wastewater Impr. (320120-10)										
1 4" PVC WW - FORCE MAIN	438					438.00	LF	\$ 14.00	\$ 6,132.00	\$6,132.00
2 6" PVC WW - FORCE MAIN	474					474.00	EA	\$ 16.00	\$ 7,584.00	\$7,584.00
Subtotal Wastewater Impr.										
OSAGE Drainage Impr. (320140-10)										
1 10" CURB INLETS	3					3.00	EA	\$ 3,200.00	\$ 9,600.00	\$9,600.00
2 4" SS MANHOLE	1					1.00	EA	\$ 3,500.00	\$ 3,500.00	\$3,500.00
3 18" RCP	250					250.00	LF	\$ 47.00	\$ 11,750.00	\$11,750.00
4 24" RCP	288					288.00	LF	\$ 65.00	\$ 18,720.00	\$18,720.00
Subtotal Drainage Impr.										
OSAGE Street Improvements (310100-10)										
1 SUBGRADE PREPARATION	2	66				2,166.00	SY	\$ 1.95	\$ 4,223.70	\$4,223.70
2 8" FLEX BASE	66					0.00	SY	\$ 7.20	\$ 0.00	\$0.00
2 10" FLEX BASE						2,166.00	SY	\$ 9.00	\$ 19,494.00	\$19,494.00
3 1-1/2" HMAC	1,855					0.00	SY	\$ 8.95	\$ 0.00	\$0.00
3 2" HMAC	0					1,855.00	SY	\$ 12.00	\$ 22,260.00	\$22,260.00
4 CURB AND GUTTER	991					991.00	LF	\$ 11.00	\$ 10,901.00	\$10,901.00
4 SIDEWALK	875					875.00	EA	\$ 20.00	\$ 17,500.00	\$17,500.00
5 ADA RAMPS	4					8.00	EA	\$ 850.00	\$ 6,800.00	\$6,800.00
6 LIGHT FOUNDATION						1.00	EA	\$ 1,000.00	\$ 1,000.00	\$1,000.00
6 LIGHT POLE AND WIRING						1.00	EA	\$ 2,125.00	\$ 2,125.00	\$2,125.00
7 SLEEVING	120					120.00	EA	\$ 10.00	\$ 1,200.00	\$1,200.00
Subtotal Street Improvements										
OSAGE SUB TOTAL										
OSAGE Bluffs 3-3G										
Elec. Improvements (162510-10)										
Trench and Backfill for Electric and Telecommunications										
1	0.0	434.0				434.00	LF	\$ 7.10	\$ 0.00	\$0.00
3" Electric Conduit per PEC Specs										
2	0.0	70.0				70.00	LF	\$ 2.90	\$ 0.00	\$0.00
4" Electric Sweeps incl concrete										
3	0.0	1,302.0				1,302.00	LF	\$ 3.50	\$ 0.00	\$0.00
4" Electric Sweeps incl concrete thrust blocks										
4		8.0				8.00	EA	\$ 33.00	\$ 0.00	\$0.00
Subtotal Electric Improvements										
\$0.00										
OSAGE SUB TOTAL										
\$69,422.15										
\$85,503.70										

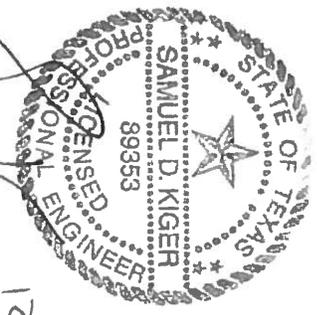
Project: The Bluffs at Crystal Falls Sec. 3 Ph 3G
 Contractor: Ross Construction, Inc
 Owner: Taylor Morrison at Crystal Falls, LLC

Pay Request No: FIVE
 Pay Request Thru: 10/30/2015

Original Contract: 0
 Total Change Orders:
 Current Contract Amount:

Payment Item	Original Contract Quantity	Change Order #1 Quantity	Change Order #2 Quantity	Change Order #3 Quantity	Change Order #4 Quantity	Revised Total Quantity	Unit	Unit Price	Original Contract Price	Revised Contract Price
OSAGE Gas Improvements (125230-10)										
Joint Trench Bedding and Backfill and Tracer Wire	0	380.0				380.00	LF	\$4.18	\$0.00	\$0.00
4" Gas Main per Atmos Energy Spec	0.0	70.0				70.00	LF	\$7.36	\$0.00	\$0.00
8" Gas Main per Atmos Energy Spec	0.0	310.0				310.00	LF	\$310.00	\$0.00	\$0.00
2" Connect to Gas Mainline	0.0	2.0				2.00	EA	\$0.00	\$0.00	\$0.00
Casing Pipe	0.0	80.0				80.00	LF	\$0.00	\$0.00	\$0.00
Subtotal Gas Improvements										
									\$0.00	
INTERIOR Bluffs 3-3G										
Elec. Improvements (162510-10)										
Trench and Backfill for Electric and Telecommunications	0.0	3,100.0				3100.00	LF		\$0.00	\$0.00
3" Electric Conduit per PEC Specs incl fittings and pull string	0.0	7,664.0				7664.00	F	\$2.80	\$ 0	\$ 0
3" Electric Sweeps incl concrete thrust blocks	0.0	91.0				91.00	EA	\$25.00	\$0.00	\$0.00
Transformer Pads	0.0	7.0				7.00	EA	\$1,045.00	\$0.00	\$0.00
Sectionalizing Encl	0.0	3.0				3.00	EA	\$1,255.00	\$0.00	\$0.00
Handhole Small	0.0	18.0				18.00	EA	\$550.00	\$0.00	\$0.00
Subtotal Electric Improvements										
									\$0.00	
INTERIOR Gas Improvements (125230-10)										
Joint Trench Bedding and Backfill										
Joint Trench Bedding and Tracer Wire	0.0	1,894.0				1894.00	LF	\$4.88	\$0.00	\$0.00
4" Gas Main per Atmos Energy Spec	0.0	1,607.0				1607.00	LF	\$7.36	\$0.00	\$0.00
2" Gas Main per Atmos Energy Spec	0.0	265.0				265.00	LF	\$3.97	\$0.00	\$0.00
3/4" Gas Service Line	0.0	552.0				552.00	LF	\$4.18	\$0.00	\$0.00
Gas Service Risers	0.0	18.0				18.00	EA	\$203.78	\$0.00	\$0.00
Casing Pipe	0.0	550.0				550.00	LF	\$9.50	\$0.00	\$0.00
Subtotal Gas Improvements										
									\$0.00	
TOTAL										
									\$1,298,167.00	\$1,313,986.67
Total Contract										
									\$1,298,167.00	\$1,313,986.67

MAINTENANCE BOND - 10% = \$131,398.67
 INSPECTION FEES @ 3.5% = \$46,989.53
 INSPECTION FEES PAID AT SUBMITTAL = \$42,427.35
 INSPECTION FEES OWED = \$3,562.18



12/22/15

STATE OF TEXAS ,

COUNTY OF _____ ,

BEFORE ME the undersigned authority on this day personally appeared NED ROSS known to me to be the person noted above, and acknowledged to me the following: that he/she executed the foregoing for the purpose and consideration therein expressed, in the capacity therein stated, and as the duly authorized act and deed of the party releasing and waiving the lien therein; and that every statement therein is within his/her knowledge and is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8TH ____ day of FEB __, 2016__.

[SEAL]

Gloria Rennaker
Notary in and for the State of Texas

Name: _____

My commission expires:



Initialed: *nr*



Executive Summary

February 18, 2016

Agenda Subject: Zoning Case 15-Z-018: Hold a public hearing and consider action on the rezoning of several parcels of land generally located to the east of the eastern terminus of E San Gabriel Pkwy at the intersection with CR 270, on east of CR 270; 230 acres more or less; WCAD Parcels R037768, R032201, R051334, R099151, R032200, and R032109. Currently, the property is zoned interim SFR-1-B (Single-Family Rural). The applicant is proposing to zone the property to PUD (Planned Unit Development) with the following base zoning districts: SFC-2-A (Single-Family Compact), SFU-2-A (Single-Family Urban), SFS-2-A (Single-Family Suburban), and MF-2-A (Multi-Family), Leander, Williamson County, Texas.

Background: This request is the second step in the rezoning process.

Origination: Applicant/Agent: Blake Magee on behalf of Ernest Loyd and Nancy Toungate, and Mark and Laura Toungate.

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the request at the February 11, 2016 meeting.

- Attachments:**
1. Planning Analysis
 2. Current Zoning Map
 3. Future Land Use Map
 4. Notification Map
 5. Proposed Zoning Map
 6. Aerial Map
 7. PUD Notes and Conceptual Site Layout & Land Use Plan
 8. Letter of Intent
 9. Ordinance
 10. Minutes-Planning & Zoning Commission February 11, 2016

Prepared By: Tom Yantis, AICP
Assistant City Manager

02/11/2016



PLANNING ANALYSIS

ZONING CASE 15-Z-018 PALMERA BLUFF PUD

GENERAL INFORMATION

- Owner:** Ernest Loyd and Nancy Toungate, and Mark and Laura Toungate.
- Current Zoning:** Interim SFR-1-B (Single-Family Rural)
- Proposed Zoning:** PUD (Planned Unit Development)
- Size and Location:** The property is generally located to the east of the eastern terminus of E San Gabriel Pkwy at the intersection with CR 270, on east of CR 270. This property is approximately 230 acres in size.
- Staff Contact:** Martin Siwek, AICP, GISP
Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	OCL	Undeveloped Properties in the ETJ
EAST	OCL	Undeveloped Properties in the ETJ
SOUTH	OCL PUD HC-4-D	Established Single-Family Homes & Undeveloped Properties Palmera Ridge Subdivision (Under Construction) Undeveloped land zoned for heavy commercial
WEST	OCL	Established Single-Family Homes & Undeveloped Properties

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

PUD – PLANNED UNIT DEVELOPMENT:

The purpose and intent of the Planned Unit Development (PUD) district is to design unified standards for development in order to facilitate flexible, customized zoning and subdivision standards which encourage imaginative and innovative designs for the development of property within the City. The intent of this zoning request is to provide for the design of a development which permits a mixed-residential community. This integrated project will include a blend of single-family and condominium regime style residential development. The intent of this zoning district is to cohesively regulate the development to assure compatibility with adjacent single-family residences, neighborhoods, and commercial properties within the region.

COMPREHENSIVE PLAN STATEMENTS:

The following Comprehensive Plan statements may be relevant to this case:

- Create strong neighborhoods with a variety of housing choices.
- Encourage a range of housing types at a variety of price points.
- Preserve and reserve open space to support healthy living and natural resource conservation.
- Encourage development that creates a sense of place through architectural design and landscaping.
- The purpose of the Mixed Use Corridor Designation is to allow for areas along arterials to be developed to preserve the integrity of the corridor and maintain mobility. Typical uses include a variety of residential types, such as small-lot single-family, townhomes, duplexes and quadplexes, civic and institutional uses (schools and places of worship) and small professional offices that complement residential development. Limited neighborhood-serving commercial uses and higher-density residential are appropriate at intersections.

ANALYSIS:

The applicant is requesting to rezone the property to the Palmera Bluff PUD (Planned Unit Development) in order to allow for the development of a mixed residential community. This property was subject to a voluntary annexation and was annexed into the City on January 21, 2016. The proposal includes residential lot widths ranging from as narrow as fifty (50') feet to over seventy (70') feet wide. The applicant has incorporated a mixture of residential districts in a well integrated neighborhood plan providing a variety of lot sizes within the same neighborhood.

The proposed subdivision is intended to be a continuation of the Palmera Ridge Subdivision located to the south. The applicant is proposing a PUD that mirrors the Palmera Ridge PUD. The PUD proposal includes two categories of land use: Single-Family and Condominium/Cluster. The table below identifies the proposed residential zoning districts, lot

sizes, and allowed percent for the residential portion of this project. The approved development agreement limits the overall density of the residential portion of this project to 555 units.

Use	Minimum Lot Width	Minimum Lot Area	Living Area	Total Lots/Units	Allowed Percent
SINGLE-FAMILY					
Single-Family Compact (SFC-2-A)	50'	5500 sqft	1100 sqft	200 lots	31% max
Single-Family Urban (SFU-2-A)	60'	7200 sqft	1200 sqft	150 lots	24% min
Single Family Suburban (SFS-2-A)	70'	9000 sqft	1500 sqft	125 lots	20% min
Condominium/Cluster Development (MF-2-A)				160 units	25% max
				635	

This application includes the following higher standards and waivers.

HIGHER STANDARDS	WAIVERS
COMPOSITE ZONING ORDINANCE	
-	Condominium/Cluster Style Development
-	Flexibility of lot size location
Preservation of a minimum of 40 acres of parkland.	-
Over 1 mile of natural trails.	-
Type A Architectural Component	-
All street facing sides or backs of homes shall be 100% masonry.	-
Decorative street lighting shall be permitted.	Minimum spacing of street lights shall be 300' on collector and public streets.
-	Increased size of subdivision signage.

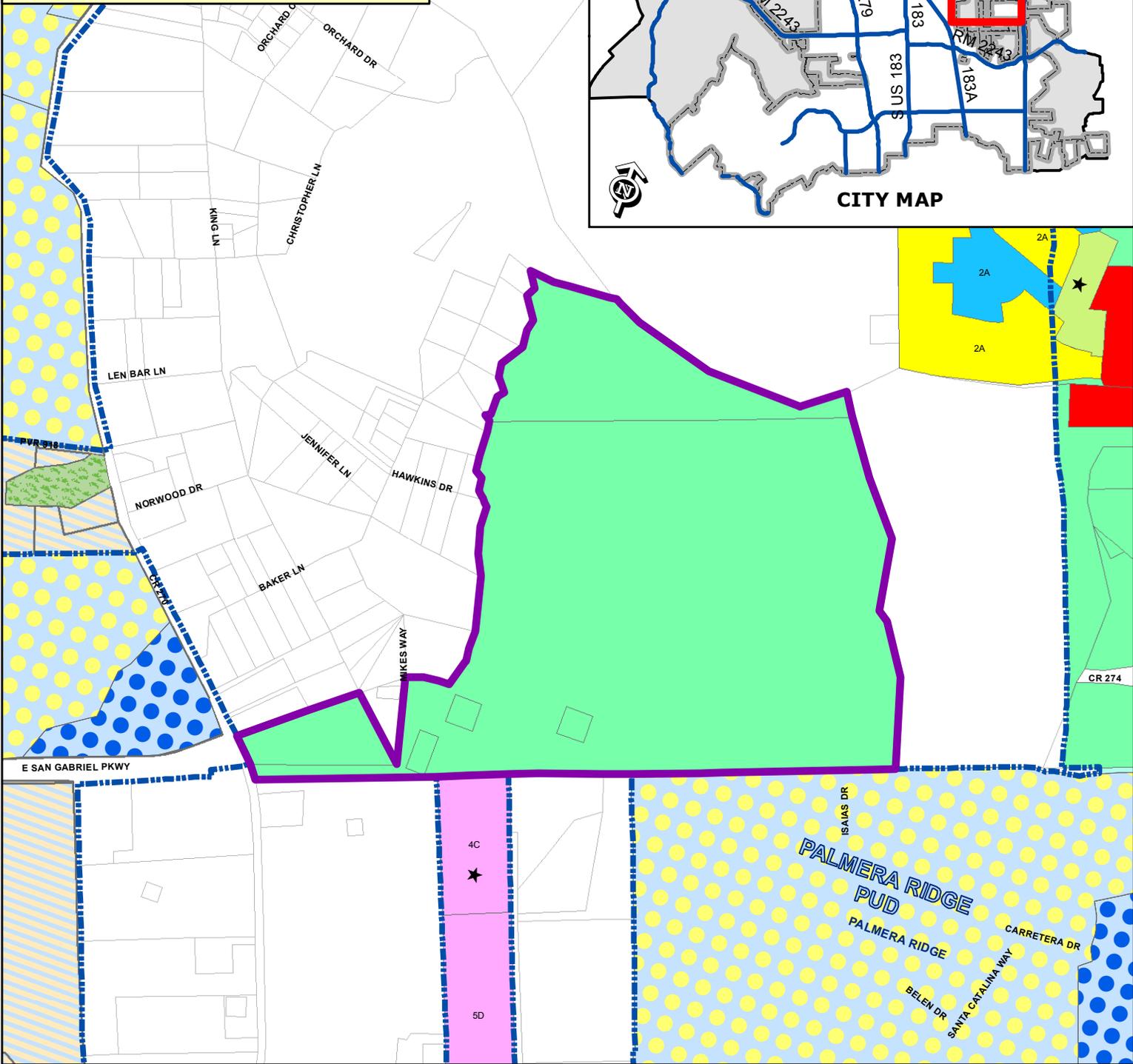
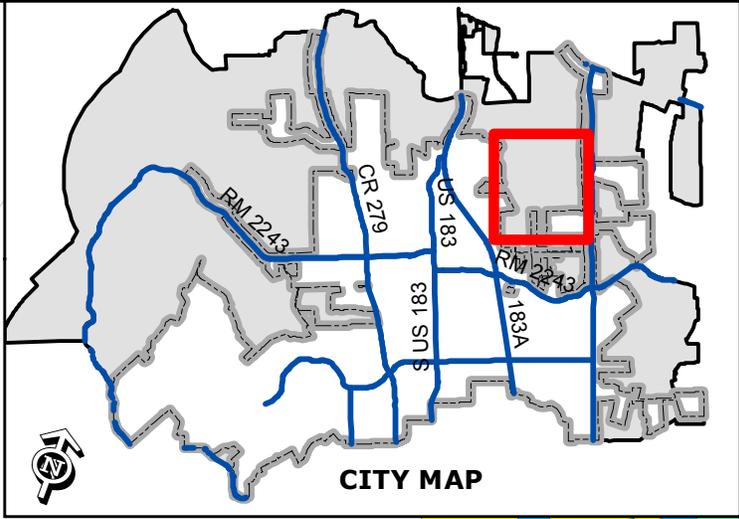
The Development Agreement allows for this subdivision to develop under the previous garage setback requirements. The applicant is proposing to add this language to the PUD for clarification as well as set standards for the measurement of the width of a lot.

The applicant is also requesting to change the minimum spacing for street lights to a minimum spacing of three hundred (300') feet along all collector and public streets. The current street light spacing is one hundred fifty (150') feet along local streets. The spacing for collector roadways is determined by illumination design.

STAFF RECOMMENDATION:

Staff recommends approval of the requested Palmera Bluff PUD. The proposed PUD promotes more flexibility with the location of the single-family districts and incorporates a mixture of lot sizes within the subdivision. This application effectively utilizes composite zoning to incorporate a variety of land uses while maintaining high form standards. The requested PUD amendment meets the intent statements of the Composite Zoning Ordinance and the goals of the Comprehensive Plan.

This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.



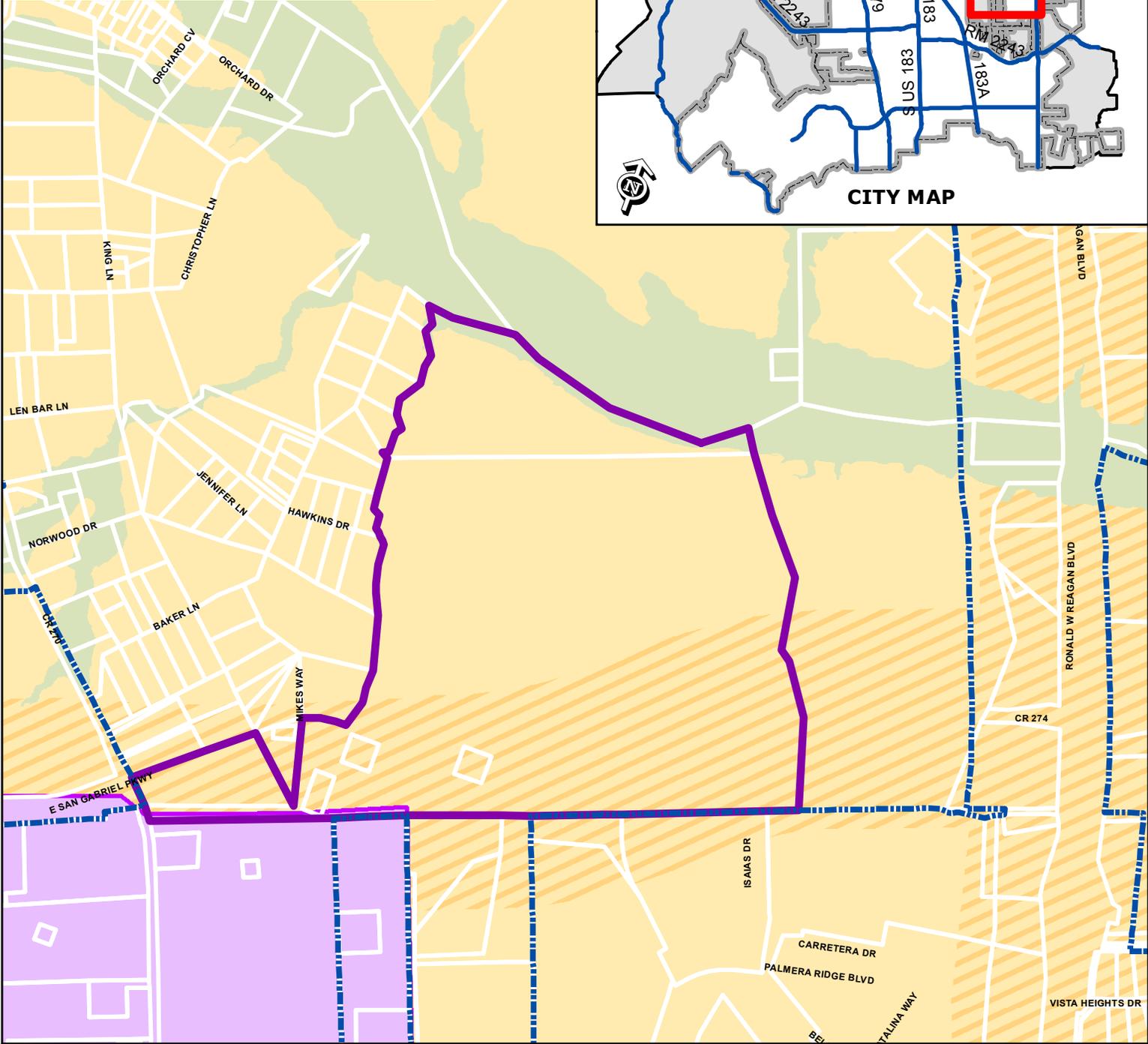
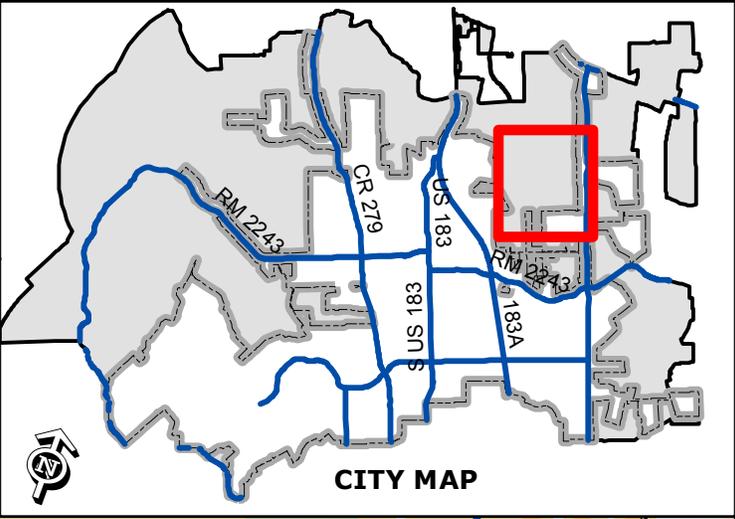
ZONING CASE 15-Z-018 Attachment #2

Current Zoning Map - Palmera Bluff PUD

 Subject Property	 PUD Commercial	 SFR	 SFT	 GC
 City Limits	 PUD Mixed Use	 SFE	 SFU/MH	 HC
	 PUD Multi-Family	 SFS	 TF	 HI
	 PUD Single-Family	 SFU	 MF	 PUD
	 PUD Townhome	 SFC	 LO	
		 SFL	 LC	



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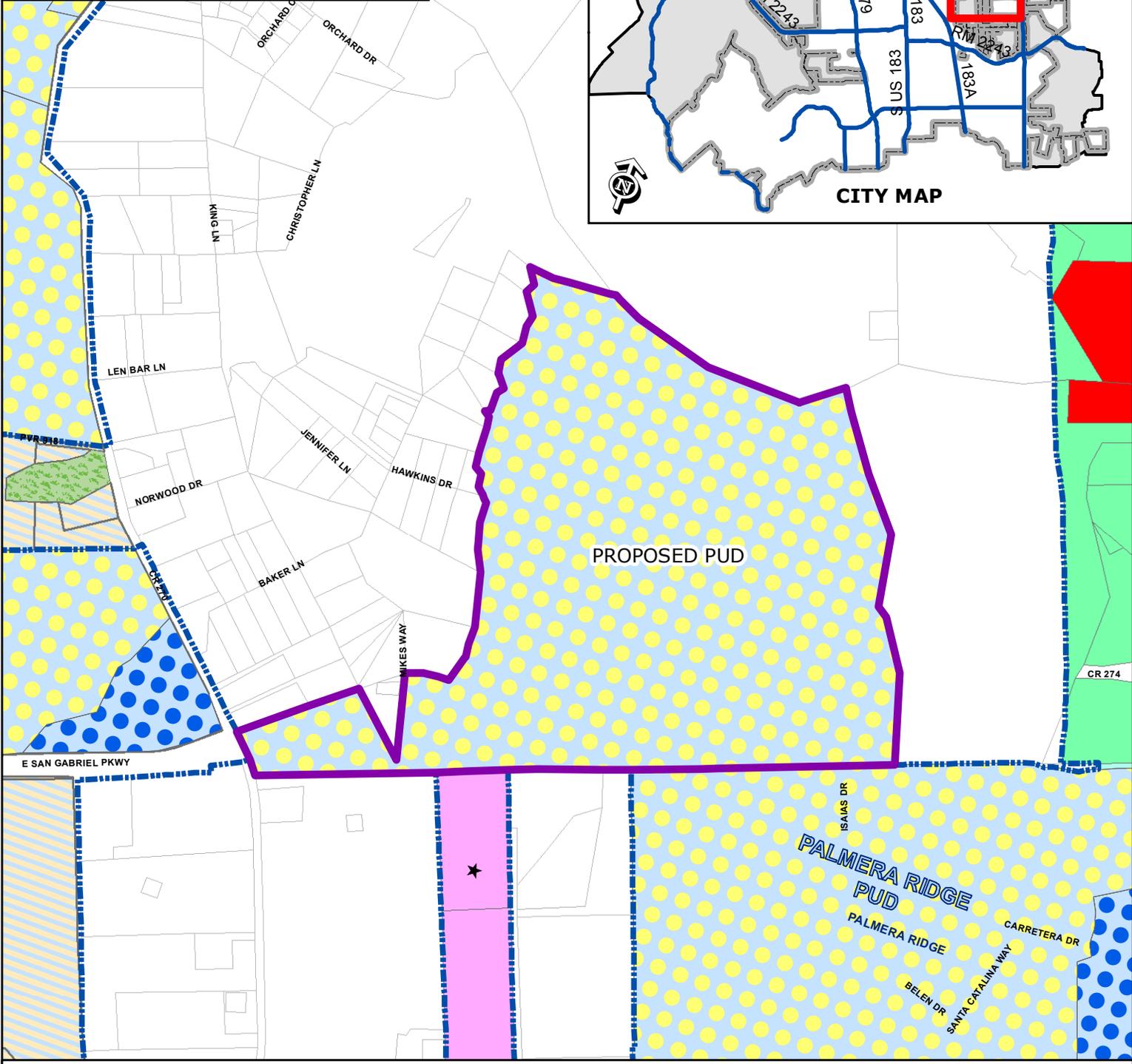
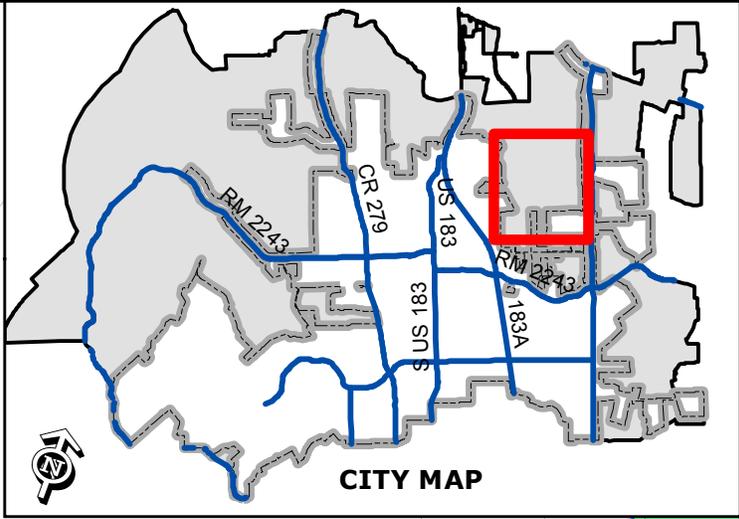


ZONING CASE 15-Z-036 Attachment #3 Future Land Use Map - Palmera Bluff PUD

-  City Limits
-  Subject Property
-  Open Space
-  Mixed Use Corridor
-  Commercial Corridor
-  Neighborhood Center
-  Community Center
-  Activity Center
-  Transit Supportive Mixed Use
-  Station Area Mixed Use
-  Old Town Mixed Use
-  Employment Mixed Use
-  Industrial District
-  Neighborhood Residential



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ZONING CASE 15-Z-018 Attachment #5

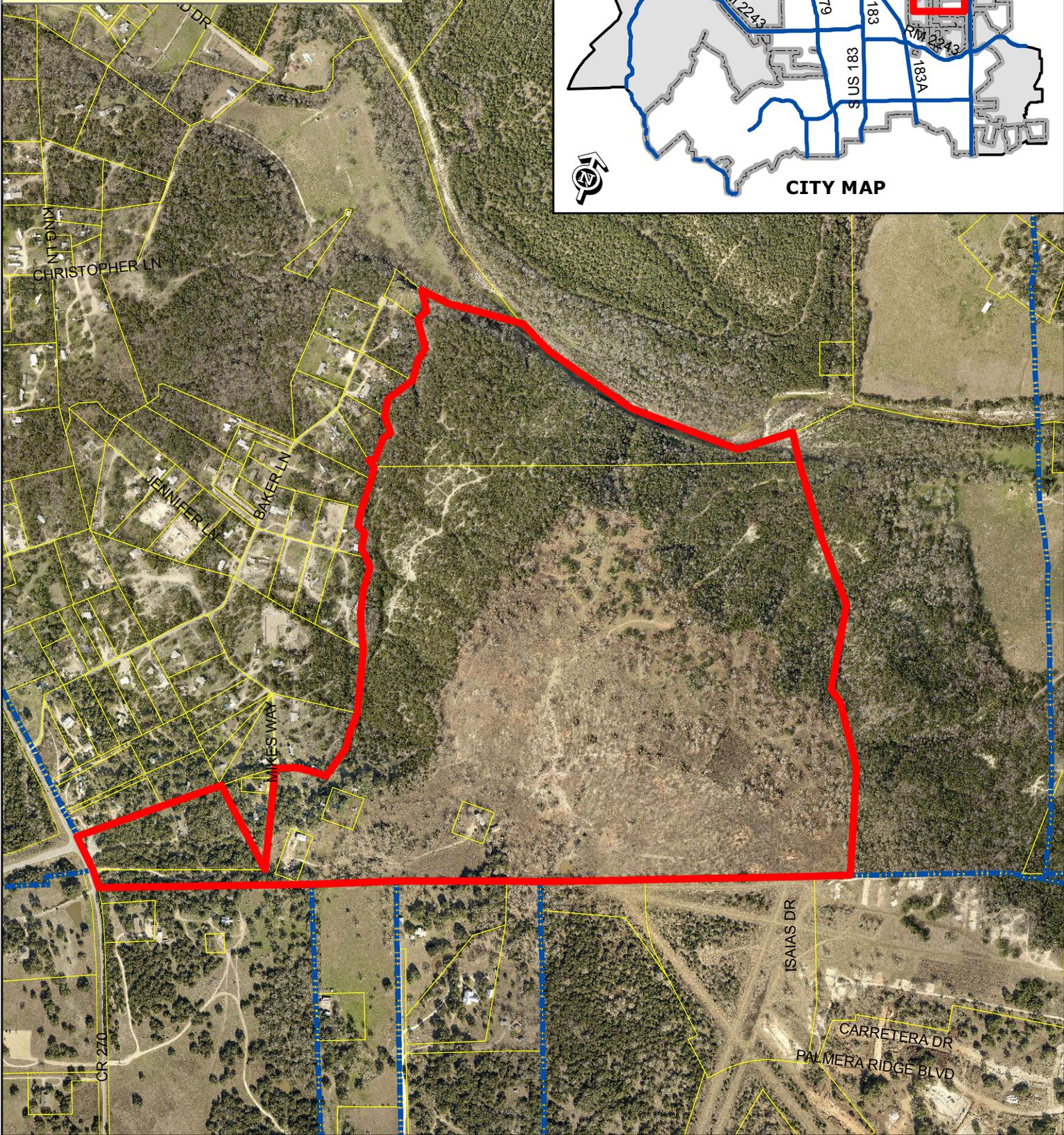
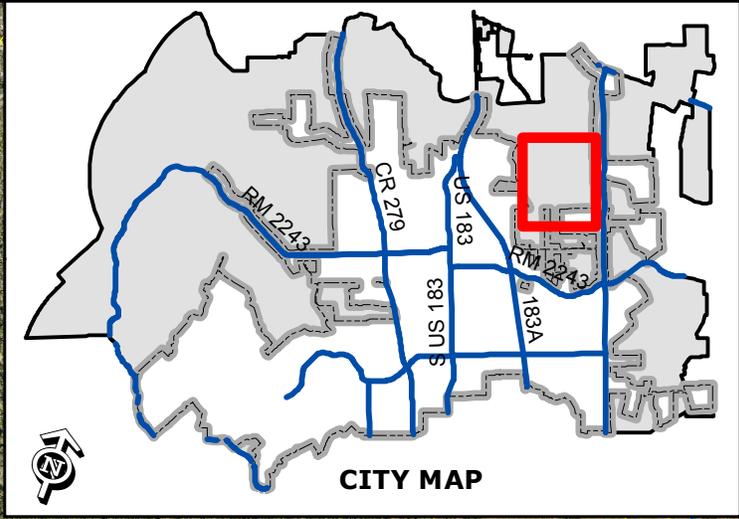
Proposed Zoning Map - Palmera Bluff PUD

 Subject Property	 PUD Commercial	 SFR	 SFT	 GC
 City Limits	 PUD Mixed Use	 SFE	 SFU/MH	 HC
	 PUD Multi-Family	 SFS	 TF	 HI
	 PUD Single-Family	 SFU	 MF	 PUD
	 PUD Townhome	 SFC	 LO	
		 SFL	 LC	



0 200
Feet

This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.



ZONING CASE 15-Z-018 Attachment #6

Aerial Exhibit - Approximate Boundaries
Palmera Bluff PUD



-  Subject Property
-  City Limits

EXHIBIT A PALMERA BLUFF PLANNED UNIT DEVELOPMENT

1. Base zoning districts:
 - A. The base zoning districts for the project and PUD Plan shall be all Zoning Categories listed on Tables A (gathered from the City of Leander Composite Zoning Ordinance).

Table A Single Family and Condominium/Cluster

Zoning Category - City of Leander for Single Family - 230 Acres	Zoning Category	Minimum Lot Width	Minimum Lot Size (sq ft)	Minimum Living Area SF	Total Lots/Units	% of Total
Single Family Compact	SFC-2-A	50'	5500	1100	200 lots	31% max
Single Family Urban	SFU-2-A	60'	7200	1200	150 lots	24% min
Single Family Suburban	SFS-2-A	70'	9000	1500	125 lots	20% min
Condominium/Cluster Development	MF-2-A				160 units	25% max
Total					635	100%

2. PUD Area = 229.22 Acres
3. Single Family Lot width distribution shall be in accordance with Table A.
4. This PUD will be single family residential, condominium/cluster housing development.
5. EXHIBIT B Conceptual Site Plan Layout & Land Use Plan: This plan illustrates the proposed general layout of the project.
6. This Project shall be limited to 635 single-family lots and condominium/cluster units
7. The development will contain a minimum of 40 acres of parkland, amenity center and natural open spaces.
8. A 6' decorative rock wall will be built along the rear or sides of homes backing or siding to all collector and Arterial streets within a 25' landscaped parkway.
9. Over 1 mile of natural trails will be provided within the development. A conceptual layout of the Natural Trails is shown on Exhibit B. Nature Trails will be accessible to the general public and public parking will be provided for access to the trails.
10. All single family homes and the condo/cluster development will be constructed to Type "A" Architectural Standards as defined by the City of Leander Composite Zoning Ordinance.
11. No homes will front on the collector road and all street facing sides of homes backing or siding on the collector road will be 100% masonry.

12. A Single Tier of lots will be allowed along all collector streets identified on the PUD Land Use Plan with a minimum ten foot (10') wide landscape lot between the homes and the collector street.
13. The Amendment No. 1 to Development and Annexation Agreement between the City of Leander and Hanna/Magee, LP #1 regarding the Development applies to this PUD.
14. Garage Placement: For lots less than sixty feet wide (and less than seventy feet on corner lots) and zoned SFC, residential street facing garages shall be located not closer to the street than five feet in front of the dwelling or roof of a covered porch, with such dwelling or porch structure being not less than seven feet wide for all portions of the structure adjacent to the garage. For all other lots, residential street facing garages shall be located no closer to the street than the dwelling. The minimum front building setback is 20' from the property line (25' front setback for street facing garages). For purposes of this provision on garage placement, the lot width shall be determined based on the width of the lot at the front building setback of the lot for all lot sizes. Measurement of corner lots shall be ten feet wider to account for a fifteen foot street side setback.

15. Building Setback Table:

Zoning	Interior Lot Width	Corner Lot Width	Side Yard Setback	Rear Yard Setback	Front Garage Setback	Minimum Front Setback	Street Side Building Setback	Street Side Garage
SFC	50	60	5	15	25	20	15	20
SFU	60	70	5	15	25	20	15	20
SFS	70	80	5	15	25	20	15	20

16. A Hill Country Street lighting plan for this PUD will require a minimum spacing of 300' along all collector and public streets. Decorative Street Lighting shall be permitted. All street lighting shall be installed with energy efficient LED light fixtures.
17. Primary subdivision signage will be located at the entry along East San Gabriel Parkway and shall be allowed a maximum of 80 square feet of signage or graphics. Tertiary entrance signs shall be comprised of stone or masonry and shall each be allowed a maximum of 50 square feet with a maximum of 15 square feet of signage or graphics.
18. Site and Architectural components for Condo/Cluster site(s):
 - A. Maximum Number of Detached Units: 160 Units
 - B. Architectural Components: Type A
 - C. Access Drives: Driveway access to Units is prohibited from East San Gabriel Parkway. Internal private drives shall be a minimum of 26 foot wide with curb and gutter measured from face of curb to face of curb.
 - D. Residential Setbacks: Front building setbacks shall be a minimum of 15-feet from back of curb. Side building separation shall be a minimum of 10-feet. When the rear of one unit is immediately adjacent to the side of another unit the minimum setback shall be 10-feet. Rear building separation (defined as the condition when rears of two units are immediately adjacent to one another) shall be a minimum of 20-feet. Patios (covered or uncovered) and decks are not included in the rear

building separation. Eave overhang is not included in calculations for minimum building separation. A minimum of seven-foot clear zone between building roof lines will be provided.

- E. Sidewalks: A 4' sidewalk is required along all public streets. No sidewalks are required along the internal private drives.
- F. Units may have single car garages with driveways at least 18 feet long and 9 feet wide. Garages will be setback at least 20' feet from the back of curb. Garages may be flush with the primary façade as long as primary façade is located 20' from the back of curb (porches are considered part of the primary façade as long as they are a minimum of 7 feet wide and 6 feet deep).
- G. Lighting: Street lighting is required along all public streets and is optional in the interior private drives within the project.
- H. Minimum landscape requirements for condo/cluster single family and two-family residential structures shall be two (2) two-inch significant trees such as oak, elm, pecan, walnut, hickory, cherry, cypress, redbud and any rare species measured eighteen inches above finished grade immediately after planting, three (3) one-gallon shrubs, three (3) five-gallon shrubs and turf grass or an alternative material as defined in this section from the front property line to the front two (2) corners of the structure and a minimum coverage area extending 3' from the slab/foundation to protect water runoff from the roof drip line. If lawn grass is not used in this area, then rain gutter systems shall be in place. One three and a half inch caliper tree may be substituted for two (2) two-inch trees if the tree is planted in the front yard. Existing trees and shrubs that are retained in healthy condition may count toward fulfillment of these requirements.



Legend:
 NATIVE TRAILS

Exhibit B: Conceptual Site Layout and Land Use Plan

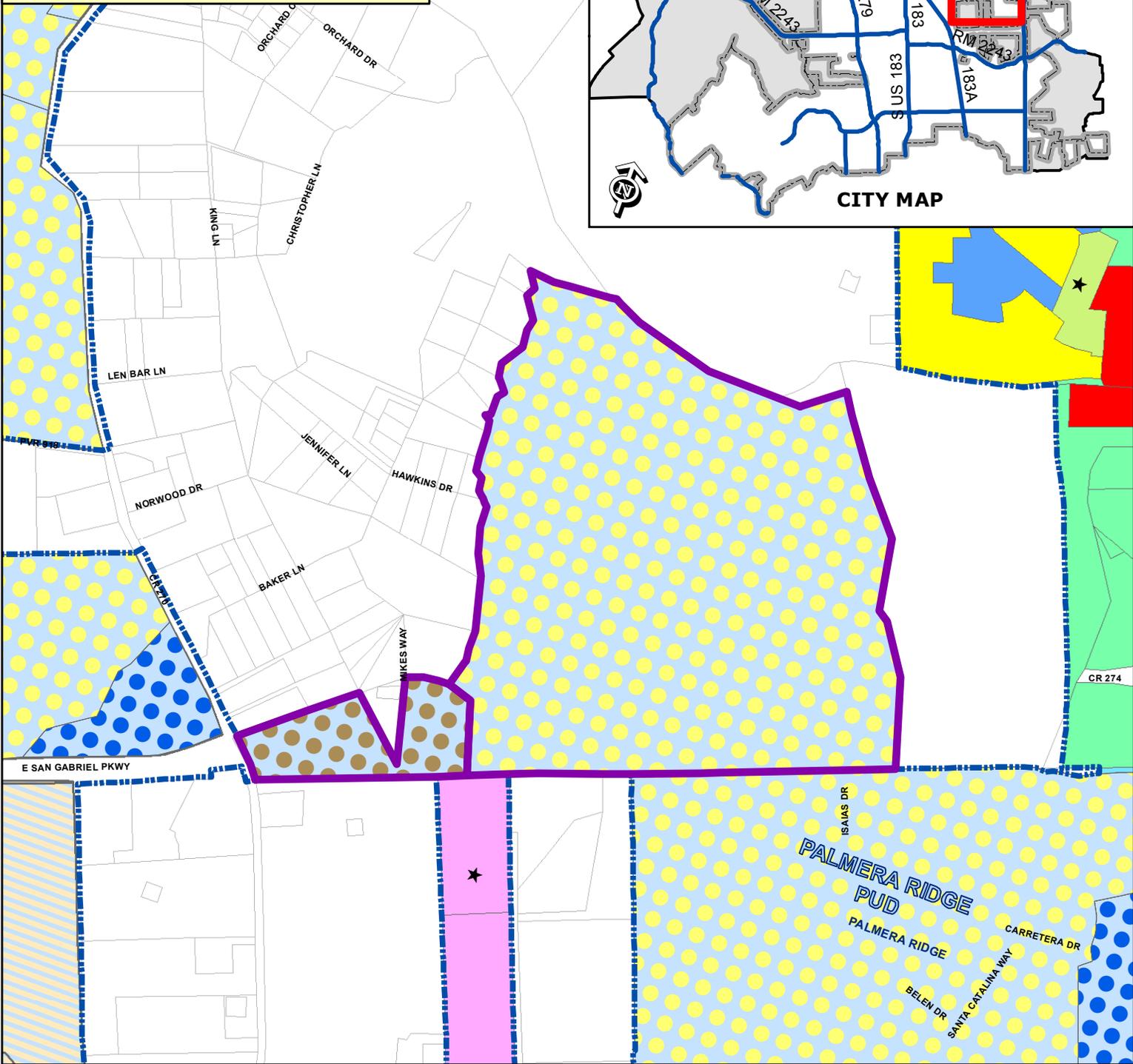
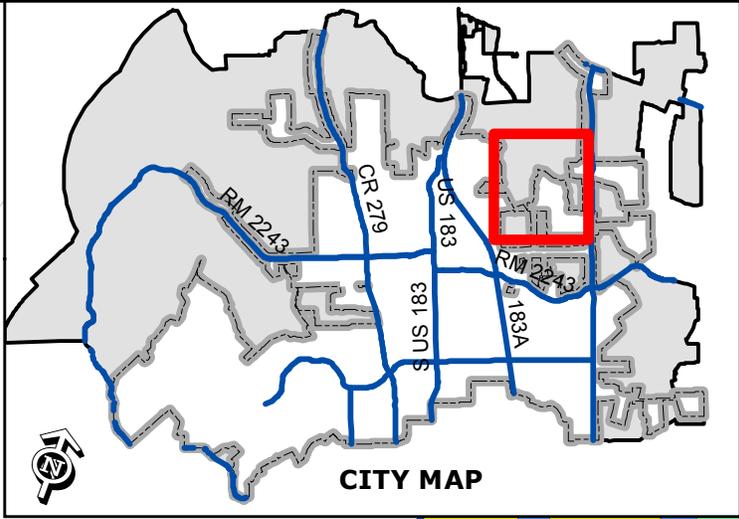
October 29, 2015



Scale: 1" = 200'
 0 200 300 400
 PHARIS DESIGN
 PLANNING | LANDSCAPE ARCHITECTURE

This plan is conceptual. The street layout and standards have not been reviewed by staff. The subdivision ordinance and Transportation Criteria Manual regulations apply unless otherwise noted in the development agreement or PUD document.

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ZONING CASE 15-Z-018 Exhibit C

Zoning Map - Palmera Bluff PUD

- | | | | | |
|------------------|-----|--------|----|-------------------|
| Subject Property | SFR | SFL | LO | PUD Commercial |
| City Limits | SFE | SFT | LC | PUD Mixed Use |
| | SFS | SFU/MH | GC | PUD Multi-Family |
| | SFU | TF | HC | PUD Single-Family |
| | SFC | MF | HI | PUD Townhome |



July 14, 2015

Ms. Robin Griffin
Senior Planner
City of Leander
Planning Department
P.O. Box 319
Leander, 78646

RE: Palmera Bluff (Toungate Tract) PUD Zoning Application

Dear Ms. Griffin,

Please accept this letter as our "Letter of Intent" for a master planned development on the referenced property and addition to our existing Palmera Ridge Development, as required by the City of Leander's PUD Zoning Application ("PUD"). The project, as described by the In the application, is approximately 220 acres of land, located at future extension of East San Gabriel Parkway and CR 270.

Palmera Bluff encompasses 220.30 acres of land along the San Gabriel River proposed for a maximum of 555 single family lots and condominium/cluster units with more than 40 acres of parkland and natural open spaces. On March 3, 2015, the City Council approved Amendment No. 1 to the Development Agreement and Concept plan for Palmera Bluff as an extension to our existing Palmera Ridge Development.

The PUD zoning will allow Palmera Bluff the flexibility to utilize a combination of single family zoning categories contained within the City of Leander's Composite Zoning Ordinance and consistent with the PUD Zoning for the adjacent related project, Palmera Ridge.

A brief summary of the Palmera Bluff project attributes are as follows:

- A Master Plan comprising four different lot product types and a 9 acre condominium/cluster tract along East San Gabriel Parkway, parkland and natural open spaces.
- Over 40 acre of parkland and natural open spaces along a bluff above the San Gabriel River located and designed to preserve steep slopes and natural areas within the project.
- Over 1 mile of natural trails will be provided within the project to connect the neighborhood to parks, amenity center, open spaces and the bluff along the San Gabriel River.
- The acreage along the San Gabriel River below the bluff will be dedicated to the City of Leander consistent with the City of Leander Trail Master Plan.

- A private amenity center and overlook park will be built along the bluff above the San Gabriel River. The Amenity center will include a pool, playscape, pavilion and bathrooms with a budget in excess of \$1,000,000.
- All Single Family homes and condominium/cluster units will be constructed to architectural standards consistent with the City's Type "A" requirements.
- The east extension of San Gabriel Parkway will connect to an internal collector road system with Palmera Ridge and with access to Ronald Reagan Boulevard.
- A rock wall system (similar to our walls in Palmera Ridge) will be constructed within a 25' landscaped parkway along either side of the collector roads. No homes will front on the collector road and all street facing sides of the homes backing or siding on the collector roads will be 100% masonry.

Thank you for your consideration of our PUD zoning request for Palmera Bluff. Please let me know if you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Blake J. Magee". The signature is stylized with loops and a horizontal line across the middle.

Blake J. Magee,

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING SEVERAL PARCELS OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO PUD (PLANNED UNIT DEVELOPMENT) WITH THE FOLLOWING BASE ZONING DISTRICTS: SFC-2-A (SINGLE-FAMILY COMPACT), SFU-2-A (SINGLE-FAMILY URBAN), SFS-2-A (SINGLE-FAMILY SUBURBAN), AND MF-2-A (MULTI-FAMILY); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the owner of the property described herein after (the "Property") has requested that the Property be rezoned;

Whereas, after giving at least ten days written notice to the owners of land within two hundred feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council;

Whereas, after publishing notice of the public hearing at least fifteen days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, THAT:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Amendment of Zoning Ordinance. Ordinance No. 05-018, as amended, the City of Leander Composite Zoning Ordinance (the "Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

Section 3. Applicability. This ordinance applies to the following parcels of land, which is herein referred to as the "Property:" That certain parcels of land being 230 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "B", generally located to the east of the eastern terminus of E San Gabriel Pkwy at the intersection with CR 270, on east of CR 270; legally described as Lot 1 out of the South San Gabriel Ranches Subdivision, 190 acres more or less out of the L. B. Johnson Survey, and 29 acres more or less out of the H. Garmes Survey, more particularly described in Document Numbers 2015086258, 2015093770, 19838370DRA Official Public Records of Williamson County, Texas, and identified by tax identification number R037768, R032201, R051334, R099151, R032200, and R032109.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFR-1-B (Single-Family Rural) to PUD (Planned Unit Development) with the following base zoning districts: SFC-2-A (Single-Family Compact), SFU-2-A (Single-Family Urban), SFS-2-A (Single-Family Suburban), and MF-2-A (Multi-

Family) known as the Palmera Bluffs PUD. The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits “A”, “B”, and “C”, which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

Section 5. Recording Zoning Change. The City Council directs the City Secretary to record this zoning classification on the City’s official zoning map with the official notation as prescribed by the City’s zoning ordinance.

Section 6. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 7. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov’t. Code.

PASSED AND APPROVED on First Reading this the 18th of February, 2016
FINALLY PASSED AND APPROVED on this the 3rd day of March, 2016

THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

EXHIBIT A PALMERA BLUFF PLANNED UNIT DEVELOPMENT

1. Base zoning districts:
 - A. The base zoning districts for the project and PUD Plan shall be all Zoning Categories listed on Tables A (gathered from the City of Leander Composite Zoning Ordinance).

Table A Single Family and Condominium/Cluster

Zoning Category - City of Leander for Single Family - 230 Acres	Zoning Category	Minimum Lot Width	Minimum Lot Size (sq ft)	Minimum Living Area SF	Total Lots/Units	% of Total
Single Family Compact	SFC-2-A	50'	5500	1100	200 lots	31% max
Single Family Urban	SFU-2-A	60'	7200	1200	150 lots	24% min
Single Family Suburban	SFS-2-A	70'	9000	1500	125 lots	20% min
Condominium/Cluster Development	MF-2-A				160 units	25% max
Total					635	100%

2. PUD Area = 229.22 Acres
3. Single Family Lot width distribution shall be in accordance with Table A.
4. This PUD will be single family residential, condominium/cluster housing development.
5. EXHIBIT B Conceptual Site Plan Layout & Land Use Plan: This plan illustrates the proposed general layout of the project.
6. This Project shall be limited to 635 single-family lots and condominium/cluster units
7. The development will contain a minimum of 40 acres of parkland, amenity center and natural open spaces.
8. A 6' decorative rock wall will be built along the rear or sides of homes backing or siding to all collector and Arterial streets within a 25' landscaped parkway.
9. Over 1 mile of natural trails will be provided within the development. A conceptual layout of the Natural Trails is shown on Exhibit B. Nature Trails will be accessible to the general public and public parking will be provided for access to the trails.
10. All single family homes and the condo/cluster development will be constructed to Type "A" Architectural Standards as defined by the City of Leander Composite Zoning Ordinance.
11. No homes will front on the collector road and all street facing sides of homes backing or siding on the collector road will be 100% masonry.

12. A Single Tier of lots will be allowed along all collector streets identified on the PUD Land Use Plan with a minimum ten foot (10') wide landscape lot between the homes and the collector street.
13. The Amendment No. 1 to Development and Annexation Agreement between the City of Leander and Hanna/Magee, LP #1 regarding the Development applies to this PUD.
14. Garage Placement: For lots less than sixty feet wide (and less than seventy feet on corner lots) and zoned SFC, residential street facing garages shall be located not closer to the street than five feet in front of the dwelling or roof of a covered porch, with such dwelling or porch structure being not less than seven feet wide for all portions of the structure adjacent to the garage. For all other lots, residential street facing garages shall be located no closer to the street than the dwelling. The minimum front building setback is 20' from the property line (25' front setback for street facing garages). For purposes of this provision on garage placement, the lot width shall be determined based on the width of the lot at the front building setback of the lot for all lot sizes. Measurement of corner lots shall be ten feet wider to account for a fifteen foot street side setback.

15. Building Setback Table:

Zoning	Interior Lot Width	Corner Lot Width	Side Yard Setback	Rear Yard Setback	Front Garage Setback	Minimum Front Setback	Street Side Building Setback	Street Side Garage
SFC	50	60	5	15	25	20	15	20
SFU	60	70	5	15	25	20	15	20
SFS	70	80	5	15	25	20	15	20

16. A Hill Country Street lighting plan for this PUD will require a minimum spacing of 300' along all collector and public streets. Decorative Street Lighting shall be permitted. All street lighting shall be installed with energy efficient LED light fixtures.
17. Primary subdivision signage will be located at the entry along East San Gabriel Parkway and shall be allowed a maximum of 80 square feet of signage or graphics. Tertiary entrance signs shall be comprised of stone or masonry and shall each be allowed a maximum of 50 square feet with a maximum of 15 square feet of signage or graphics.
18. Site and Architectural components for Condo/Cluster site(s):
 - A. Maximum Number of Detached Units: 160 Units
 - B. Architectural Components: Type A
 - C. Access Drives: Driveway access to Units is prohibited from East San Gabriel Parkway. Internal private drives shall be a minimum of 26 foot wide with curb and gutter measured from face of curb to face of curb.
 - D. Residential Setbacks: Front building setbacks shall be a minimum of 15-feet from back of curb. Side building separation shall be a minimum of 10-feet. When the rear of one unit is immediately adjacent to the side of another unit the minimum setback shall be 10-feet. Rear building separation (defined as the condition when rears of two units are immediately adjacent to one another) shall be a minimum of 20-feet. Patios (covered or uncovered) and decks are not included in the rear

building separation. Eave overhang is not included in calculations for minimum building separation. A minimum of seven-foot clear zone between building roof lines will be provided.

- E. Sidewalks: A 4' sidewalk is required along all public streets. No sidewalks are required along the internal private drives.
- F. Units may have single car garages with driveways at least 18 feet long and 9 feet wide. Garages will be setback at least 20' feet from the back of curb. Garages may be flush with the primary façade as long as primary façade is located 20' from the back of curb (porches are considered part of the primary façade as long as they are a minimum of 7 feet wide and 6 feet deep).
- G. Lighting: Street lighting is required along all public streets and is optional in the interior private drives within the project.
- H. Minimum landscape requirements for condo/cluster single family and two-family residential structures shall be two (2) two-inch significant trees such as oak, elm, pecan, walnut, hickory, cherry, cypress, redbud and any rare species measured eighteen inches above finished grade immediately after planting, three (3) one-gallon shrubs, three (3) five-gallon shrubs and turf grass or an alternative material as defined in this section from the front property line to the front two (2) corners of the structure and a minimum coverage area extending 3' from the slab/foundation to protect water runoff from the roof drip line. If lawn grass is not used in this area, then rain gutter systems shall be in place. One three and a half inch caliper tree may be substituted for two (2) two-inch trees if the tree is planted in the front yard. Existing trees and shrubs that are retained in healthy condition may count toward fulfillment of these requirements.



Legend:
 NATIVE TRAILS

Exhibit B: Conceptual Site Layout and Land Use Plan

October 29, 2015

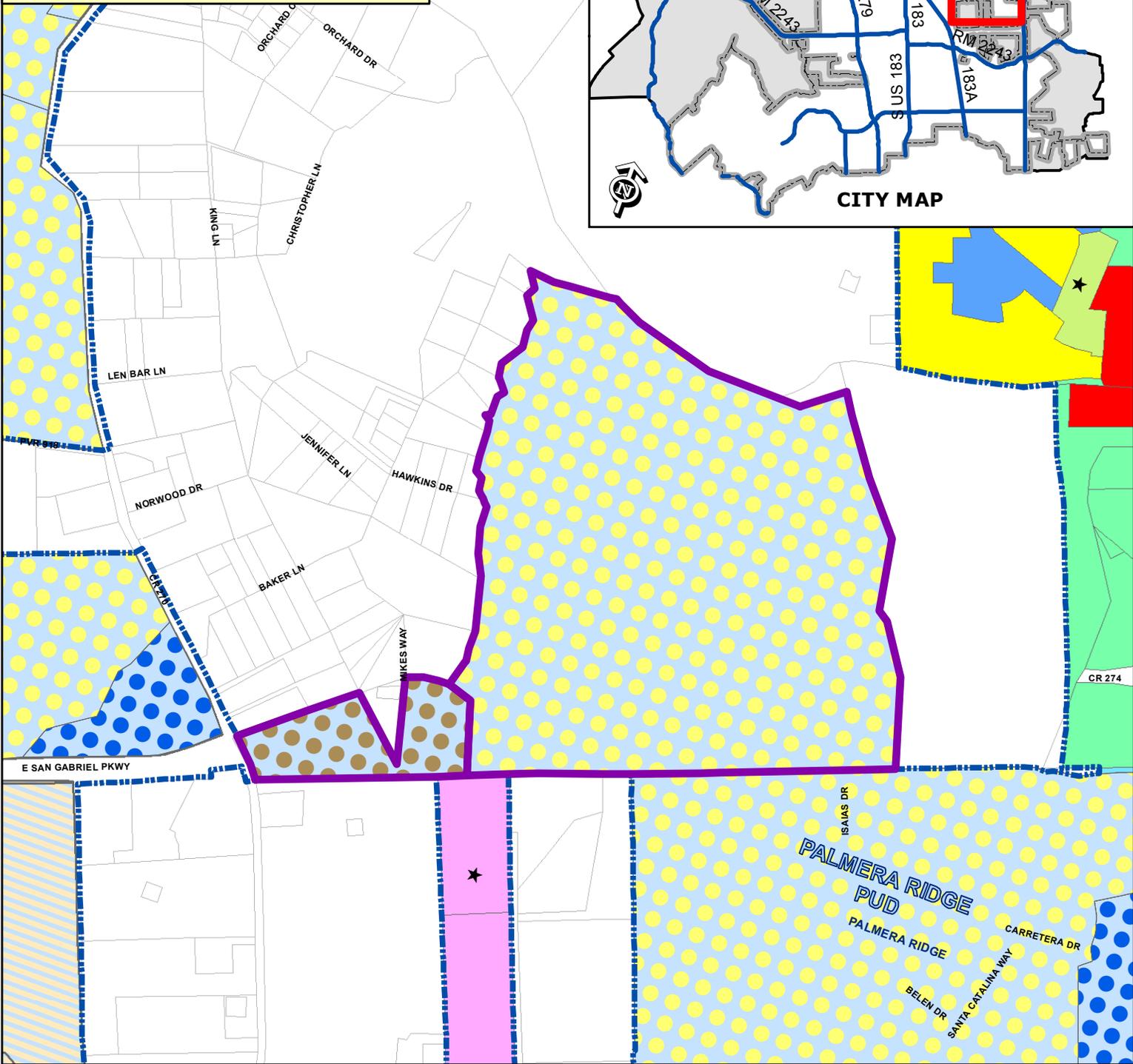
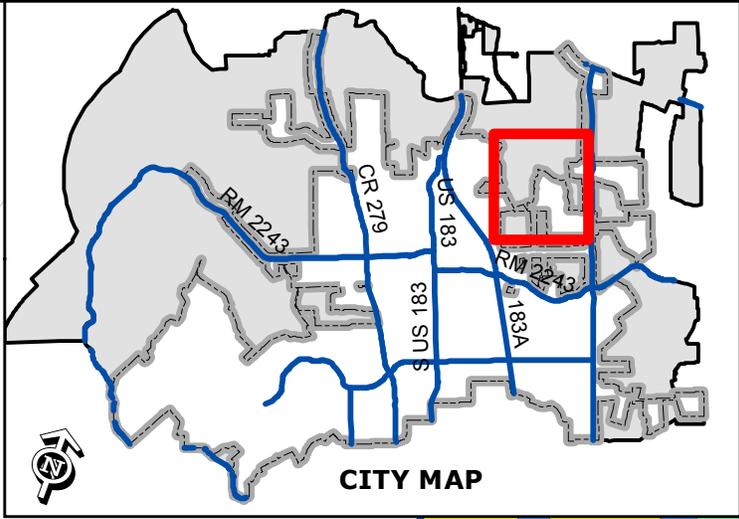


Scale: 1" = 200'
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PHARIS DESIGN
 PLANNING | LANDSCAPE ARCHITECTURE

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ZONING CASE 15-Z-018 Exhibit C

Zoning Map - Palmera Bluff PUD

- | | | | | |
|------------------|-----|--------|----|-------------------|
| Subject Property | SFR | SFL | LO | PUD Commercial |
| City Limits | SFE | SFT | LC | PUD Mixed Use |
| | SFS | SFU/MH | GC | PUD Multi-Family |
| | SFU | TF | HI | PUD Single-Family |
| | SFC | MF | | PUD Townhome |



Consent Agenda

7. Subdivision Case 15-FP-030: Consider action on the Travisso, Phase 2, Section 1F Final Plat for 23.820 acres more or less; TCAD Parcels 844740, 863593, and 353024; generally located to the west of the intersection of Sandorna View and Travisso Parkway; Leander, Travis County, Texas. Applicant/Agent: Samuel Kiger, P.E. on behalf of Travisso, Ltd.
8. Subdivision Case 15-FP-031: Consider action on the Travisso, Phase 2, Section 1G Final Plat for 6.503 acres more or less; TCAD Parcels 844740, 863593, and 353024; generally located to the northwest of the intersection of Sandorna View and Travisso Parkway; Leander, Travis County, Texas. Applicant/Agent: Samuel Kiger, P.E. on behalf of Travisso, Ltd.

Commissioner Cotten moved to approve the consent agenda with staff recommendation, Commissioner Anderson seconded the motion. Motion passed unanimously.

Public Hearing

9. **Zoning Case 15-Z-018:** Hold a public hearing and consider action on the rezoning of several parcels of land generally located to the east of the eastern terminus of E San Gabriel Pkwy at the intersection with CR 270, on east of CR 270; 230 acres more or less; WCAD Parcels R037768, R032201, R051334, R099151, R032200, and R032109. Currently, the property is zoned interim SFR-1-B (Single-Family Rural). The applicant is proposing to zone the property to PUD (Planned Unit Development) with the following base zoning districts: SFC-2-A (Single-Family Compact), SFU-2-A (Single-Family Urban), SFS-2-A (Single-Family Suburban), and MF-2-A (Multi-Family), Leander, Williamson County, Texas. Applicant/Agent Blake Magee on behalf of Ernest Loyd and Nancy Toungate, and Mark and Laura Toungate.

a) Staff Presentation

Martin Siwek, Planner, stated that staff reviewed the request and recommends approval of the requested PUD (Planned Unit Development) with the following base zoning districts: SFC-2-A (Single-Family Compact), SFU-2-A (Single-Family Urban), SFS-2-A (Single-Family Suburban), and MF-2-A (Multi-Family).

b) Applicant Presentation

Amy Lynn Payne, agent, explained the purpose for the zoning request.

c) Open Public Hearing

**Vice Chair Allen opened the public hearing.
No one wished to speak.**

d) Close Public Hearing

Vice Chair Allen closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

10. **Commissioner Hines moved to approve with staff recommendation of PUD (Planned Unit Development) with the following base zoning districts: SFC-2-A (Single-Family Compact), SFU-2-A (Single-Family Urban), SFS-2-A (Single-Family Suburban), and MF-2-A (Multi-Family). Commissioner Anderson seconded the motion. Motion passed unanimously.**



Executive Summary

February 18, 2016

Agenda Subject: Zoning Case 15-Z-036: Hold a public hearing and consider action on the rezoning of two lots generally located 750 feet to the west of the intersection of E Crystal Falls Pkwy and Ronald Reagan Blvd; 9.736 acres more or less; legally described as Lots 1 & 2 Blk A, Anderson Commercial, WCAD Parcels R542627 and R542628. Currently, the property is zoned Interim SFR-1-B (Single-Family Rural) and Interim SFS-2-B (Single-Family Suburban). The applicant is proposing to zone the property to GC-3-C (General Commercial), Leander, Williamson County, Texas.

Background: This request is the second step in the rezoning process.

Origination: Applicant: City of Leander on behalf of Anderson, Dorothy Jean Stephenson.

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval the GC-3-C (General Commercial) on Lot 2 and the flag pole portion of Lot 1 at the February 11, 2015 meeting.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Future Land Use Map
4. Notification Map
5. Proposed Zoning Map
6. Aerial Map
7. Final Plat
8. Ordinance
9. Minutes-Planning & Zoning Commission February 11, 2016

Prepared By: Tom Yantis, AICP
Assistant City Manager

02/11/2016



PLANNING ANALYSIS

ZONING CASE 15-Z-036 ANDERSON COMMERCIAL

GENERAL INFORMATION

Owner: Anderson, Dorothy Jean Stephenson

Current Zoning: Interim SFR-1-B (Single-Family Rural)
Interim SFS-2-B (Single-Family Suburban)

Proposed Zoning: GC-3-C (General Commercial)

Size and Location: The property is located at 10970, 10980, and 10974 Crystal Falls Pkwy and is approximately 9.736 acres in size.

Staff Contact: Robin M. Griffin, AICP
Senior Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	Interim SFS-2-B	Established Single-Family Homes (Ridgmar Landing)
EAST	Interim SFS-2-B Interim SFR-1-B GC-3-C	Established Single-Family Home Undeveloped land zoned for general commercial uses
SOUTH	Interim SFR-1-B	Land owned by the City and proposed fire station location
WEST	Interim SFS-2-B Interim SFR-1-B HC-4 -D	Land owned by the City and proposed fire station location Existing Commercial Development

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

GC – GENERAL COMMERCIAL:

Features: Any use in LC plus bar, nightclub, entertainment venues, hospital, hotel, liquor store, office/warehouse, vehicle and equipment sales, leasing and repair, furniture sales, pet shop, wholesale activities less than 3,500 sq. ft.

Intent: Development of small to large scale commercial, retail, and commercial service uses located in high traffic areas. Access to this component should be provided by an arterial street. The heaviest concentration of this component should be located at intersections of arterial streets.

SITE COMPONENT:

TYPE 3:

Features: Accessory buildings up to 30% of primary building; accessory dwellings; drive-thru service; limited outdoor display and storage; outdoor fueling and washing of vehicles; overhead service doors, no indoor parking required.

Intent:

- (1) A Type 3 site component is intended to be utilized with LO and LC use components where adjacent to less restricted districts to provide for a land use transition.
- (2) This component is intended to be utilized with residential components where accessory dwellings or additional accessory structures are appropriate and are not provided for in the Type 1 or 2 site components.
- (3) This component is intended to be combined with LO, LC, GC, HC and HI components where it is appropriate to utilize the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings.

ARCHITECTURAL COMPONENT:

TYPE C (non-residential only):

Features: 35% masonry (60% street facing); 3 or more architectural features.

Intent:

- (1) The Type C architectural component is intended to be utilized only in the LO, LC, GC, HC and HI use components for intermediate quality development.
- (2) Combined with appropriate use and site components, this component can help to provide for harmonious land use transitions from districts that are less restricted to districts that are more restricted.
- (3) This component is not intended for the majority of the LO and LC use components except those that may be adjacent to less restricted districts.

COMPREHENSIVE PLAN STATEMENTS:

The following Comprehensive Plan statements may be relevant to this case:

- Provide a balanced mix of complementary uses that support a strong and diverse tax base.
- The purpose of the Mixed Use Corridor Designation is to allow for areas along arterials to be developed to preserve the integrity of the corridor and maintain mobility. Typical uses include a variety of residential types, such as small-lot single-family, townhomes, duplexes and quadplexes, civic and institutional uses (schools and places of worship) and small professional offices that complement residential development. Limited neighborhood-serving commercial uses and higher-density residential are appropriate at intersections.

ANALYSIS:

This zoning change is a City initiated case to change the zoning from Interim SFR-1-B (Single-Family Rural) and Interim SFS-2-B (Single-Family Suburban) to GC-3-C (General Commercial). This property was re-platted into two lots in August of 2015. The City entered into a letter agreement to acquire Lot 2 located to the south of Crystal Falls Parkway for a future fire station location. A condition of this agreement was that the City would initiate a zoning change from the existing zoning to a GC-3-C (General Commercial) district. At the time of this agreement, the previous Future Land Use Map was in place and included a Community Center Node at the intersection of Crystal Falls Parkway and Ronald W. Reagan Blvd. The Community Center Node included a target of thirty (30%) percent Community Commercial/Retail uses. The proposed GC-3-C (General Commercial) was compliant with the Comprehensive Plan.

The GC use component permits the development of small to large scale commercial, retail and commercial service uses located in high traffic areas. Access is to be provided from an arterial street. In this case, access would be provided from Crystal Falls Pkwy.

The Type 3 site component permits outdoor fuel sales, car washes, limited outdoor storage and display, and overhead commercial service doors. The intent of this site component is to be utilities with non-residential use components where is it appropriate to use the outdoor site area for outdoor fuel sales, limited display and storage or accessory buildings.

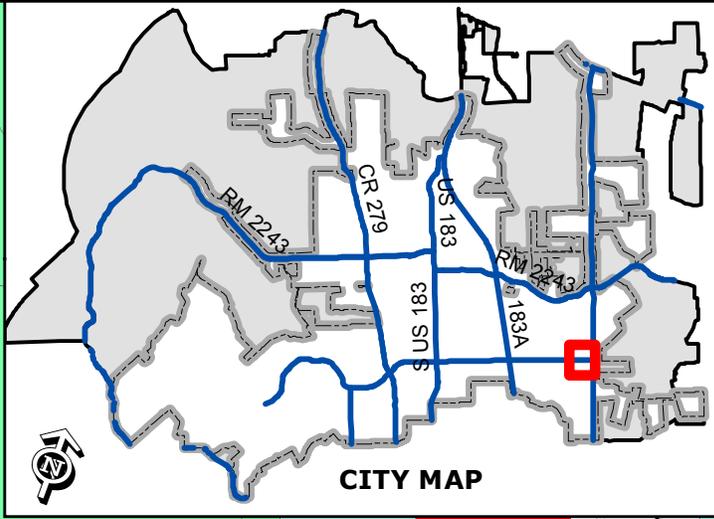
The Type C architectural component requires at least thirty-five (35%) of the exterior surface area walls are masonry and that street facing walls are at least sixty (60%) masonry.

This property is located within a Mixed Use Corridor. This corridor designation is located on land that is approximately 500 feet from the outer edge of the right-of-way and is typically one block deep. The typical uses include small-lot single-family, townhomes, duplexes and quadplexes, civic and institutional uses (schools and places of worship) and small professional offices that complement residential development. Limited neighborhood-serving commercial uses and higher-density residential are appropriate at intersections.

STAFF RECOMMENDATION:

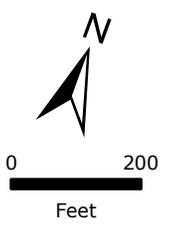
Pursuant to the letter agreement, staff has initiated this zoning case for review by the Planning and Zoning Commission. Staff recommends that if the Planning & Zoning Commission recommends approval of a nonresidential district, that this approval only includes Lot 1 and the flag pole portion of Lot 2. The GC-3-C district is not necessary for the construction of the Fire Station. This use is permitted in residential zoning districts.

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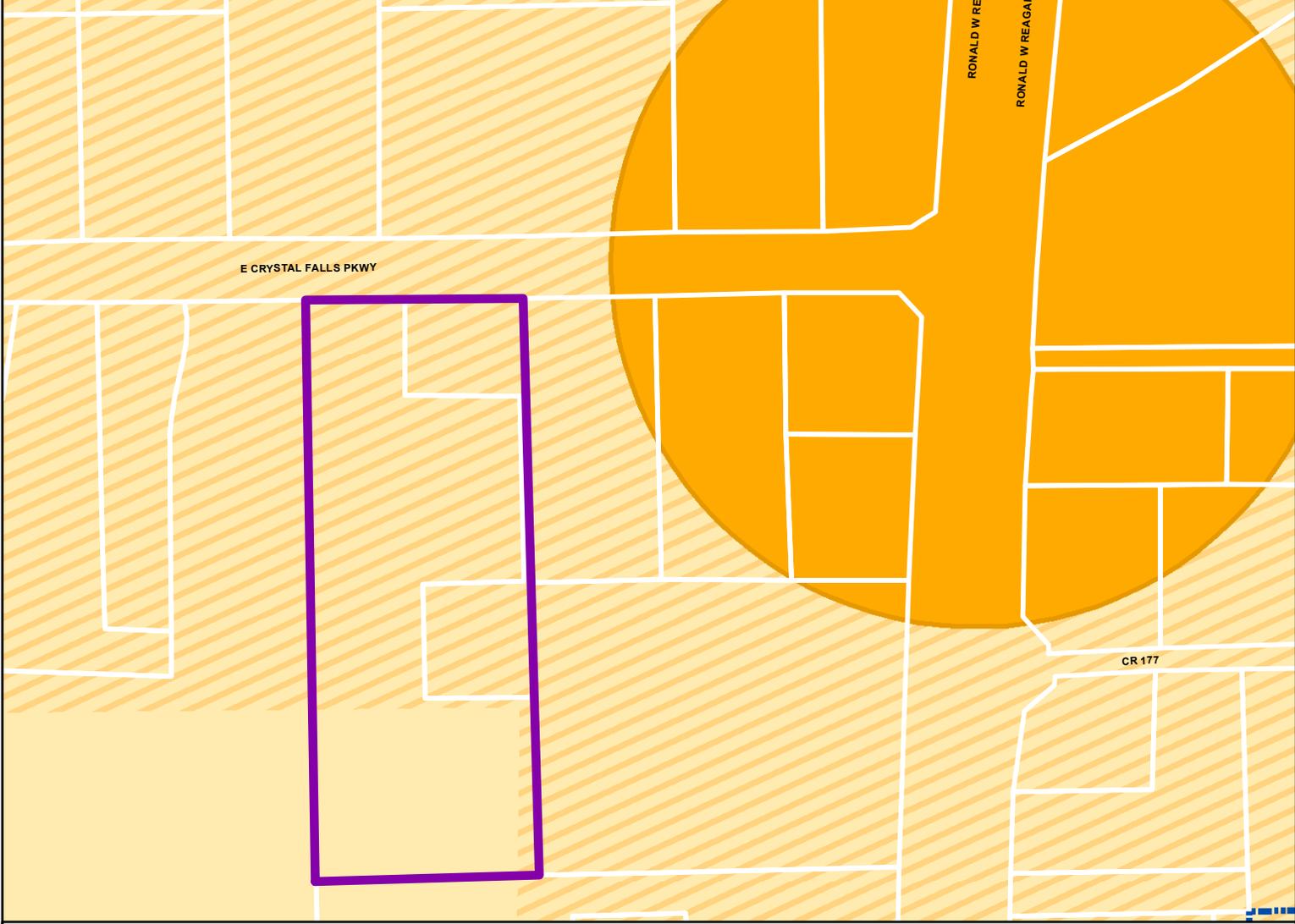
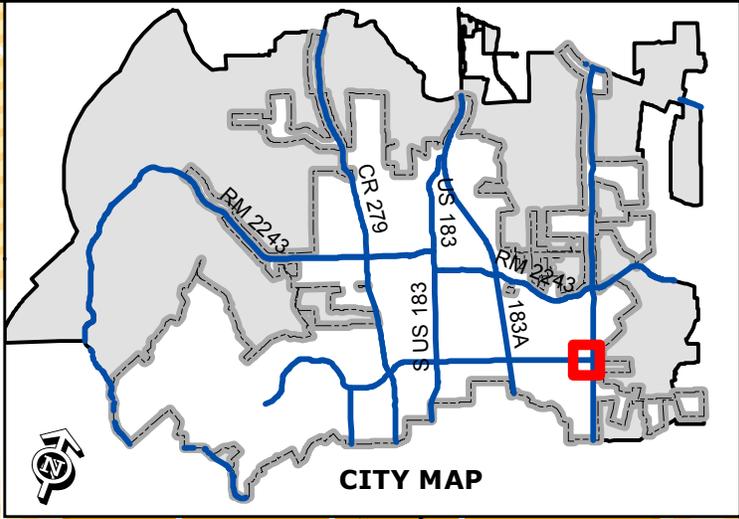


ZONING CASE 15-Z-036 Attachment #2 Current Zoning Map - Anderson Commercial

- | | | | | |
|------------------|-------------------|-----|--------|-----|
| Subject Property | PUD Commercial | SFR | SFT | GC |
| City Limits | PUD Mixed Use | SFE | SFU/MH | HC |
| | PUD Multi-Family | SFS | TF | HI |
| | PUD Single-Family | SFU | MF | PUD |
| | PUD Townhome | SFC | LO | |
| | | SFL | LC | |



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ZONING CASE 15-Z-036 Attachment #3 Future Land Use Map - Anderson Commercial

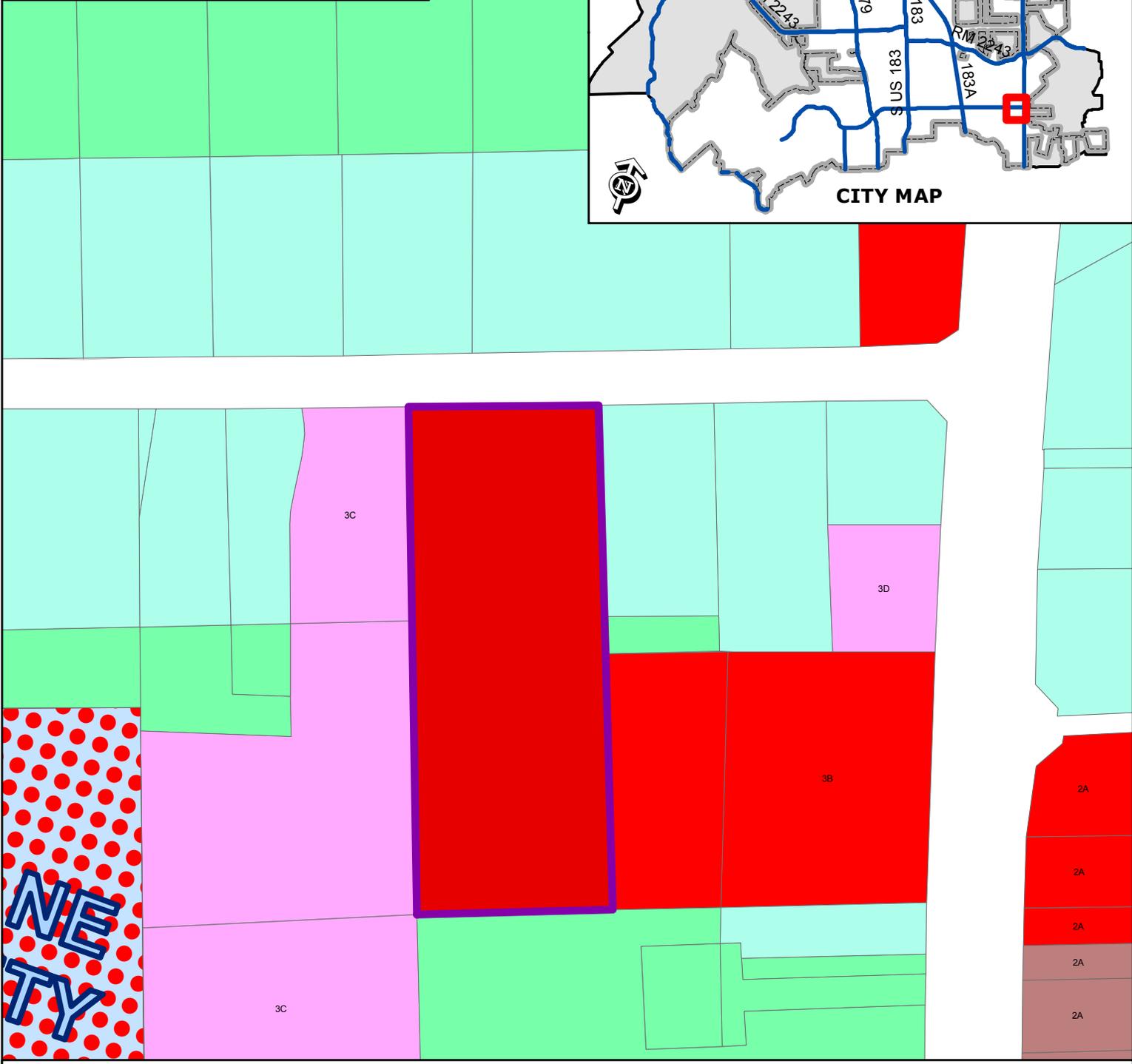
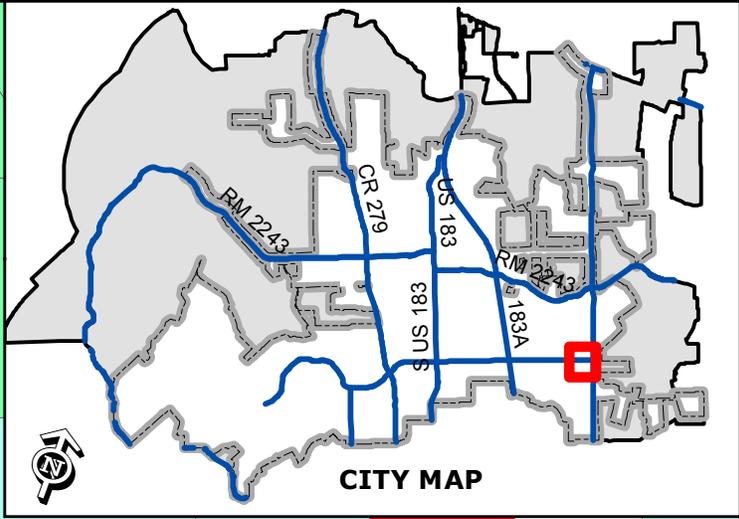
 City Limits	 Commercial Corridor	 Transit Supportive Mixed Use
 Subject Property	 Neighborhood Center	 Station Area Mixed Use
 Open Space	 Community Center	 Old Town Mixed Use
 Mixed Use Corridor	 Activity Center	 Employment Mixed Use
	 Industrial District	
	 Neighborhood Residential	





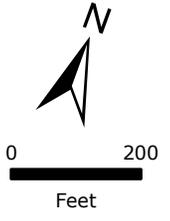
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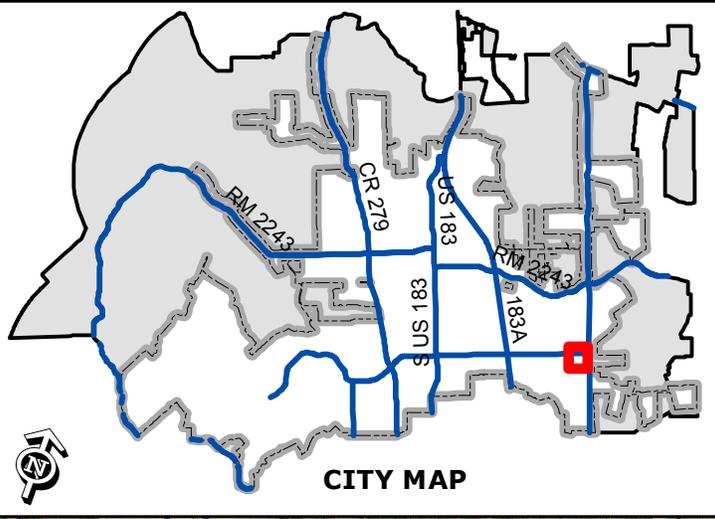


ZONING CASE 15-Z-036 Attachment #4 Proposed Zoning Map - Anderson Commercial

- | | | | | |
|---|---|---|--|---|
|  Subject Property |  PUD Commercial |  SFR |  SFT |  GC |
|  City Limits |  PUD Mixed Use |  SFE |  SFU/MH |  HC |
| |  PUD Multi-Family |  SFS |  TF |  HI |
| |  PUD Single-Family |  SFU |  MF |  PUD |
| |  PUD Townhome |  SFC |  LO | |
| | |  SFL |  LC | |



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E CRYSTAL FALLS PKWY



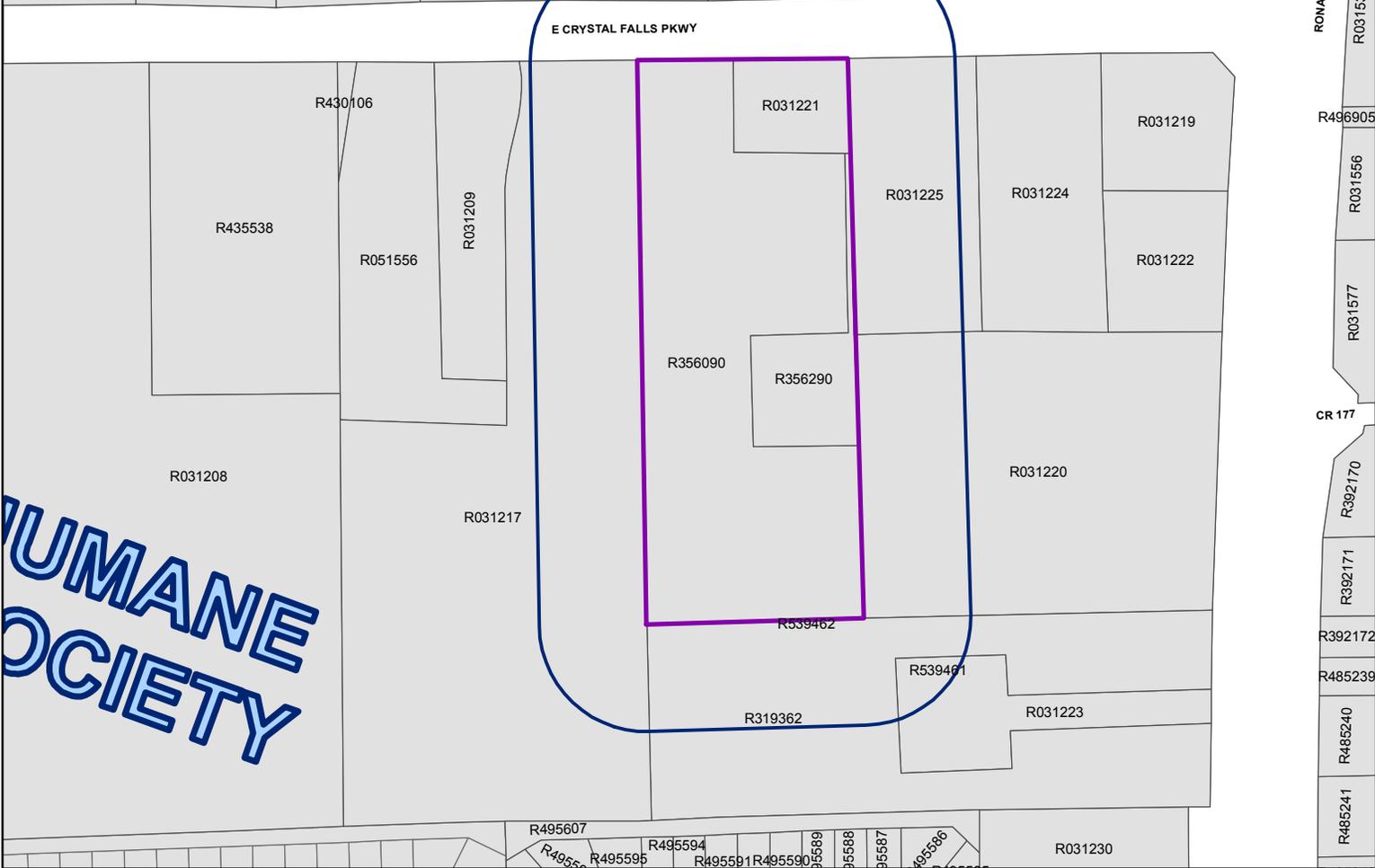
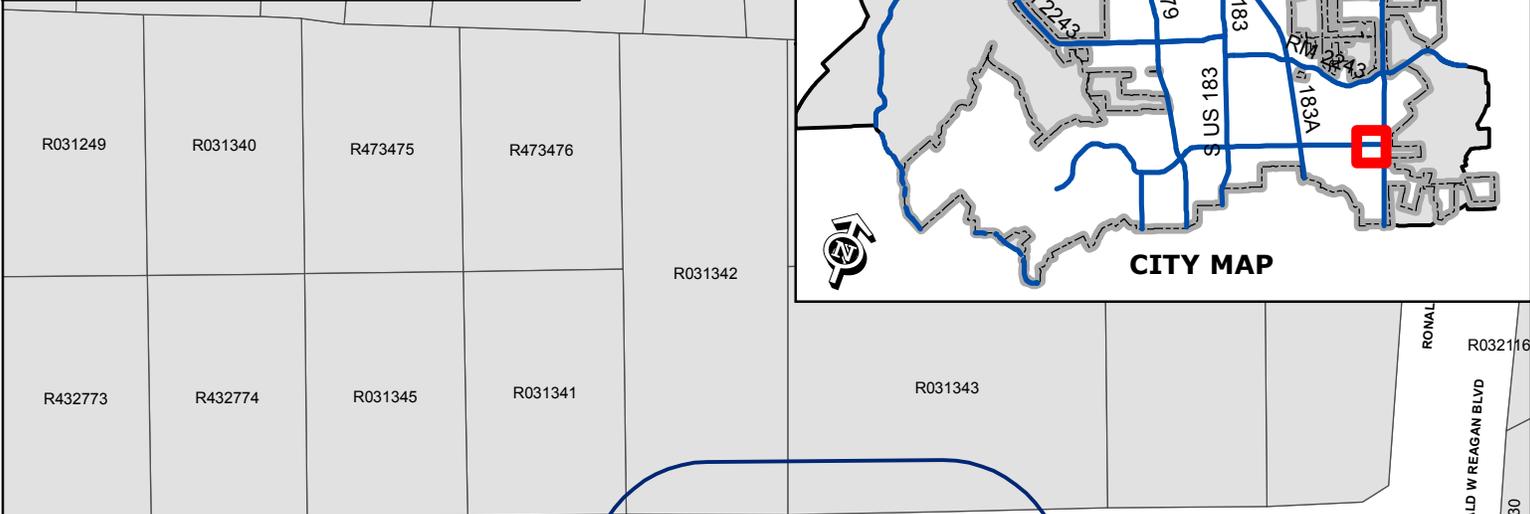
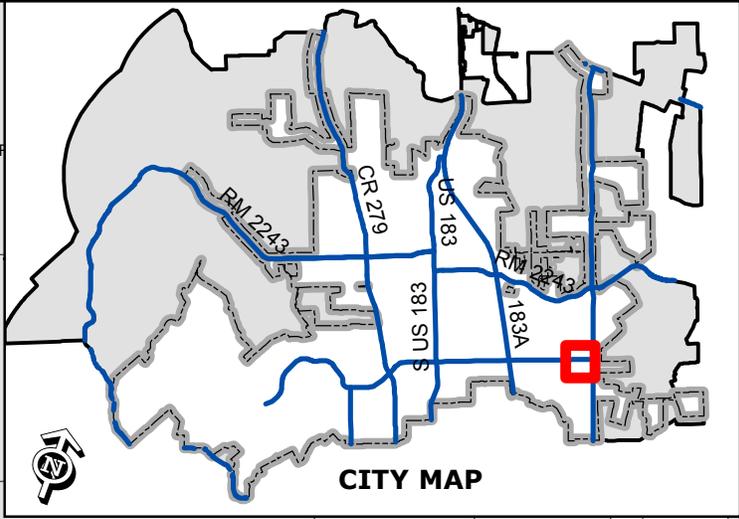
ZONING CASE 15-Z-036 Attachment #5

Aerial Exhibit - Approximate Boundaries
Anderson Commercial



-  Subject Property
-  City Limits

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HUMANESOCIETY

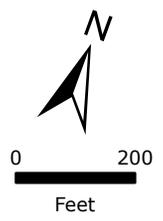
ZONING CASE 15-Z-036

Attachment # 6

Notification Map
Anderson Commercial

-  Public Notification Boundary
-  Subject Property

-  City Limits
-  WCAD Parcels

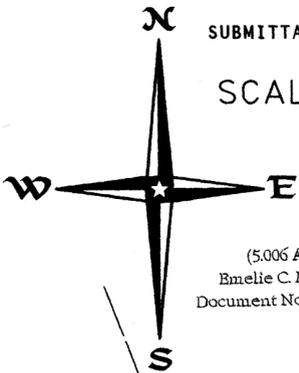


ANDERSON COMMERCIAL

BEING 9.736 ACRES OF LAND OUT OF THE WALTER CAMPBELL SURVEY ABSTRACT No. 3

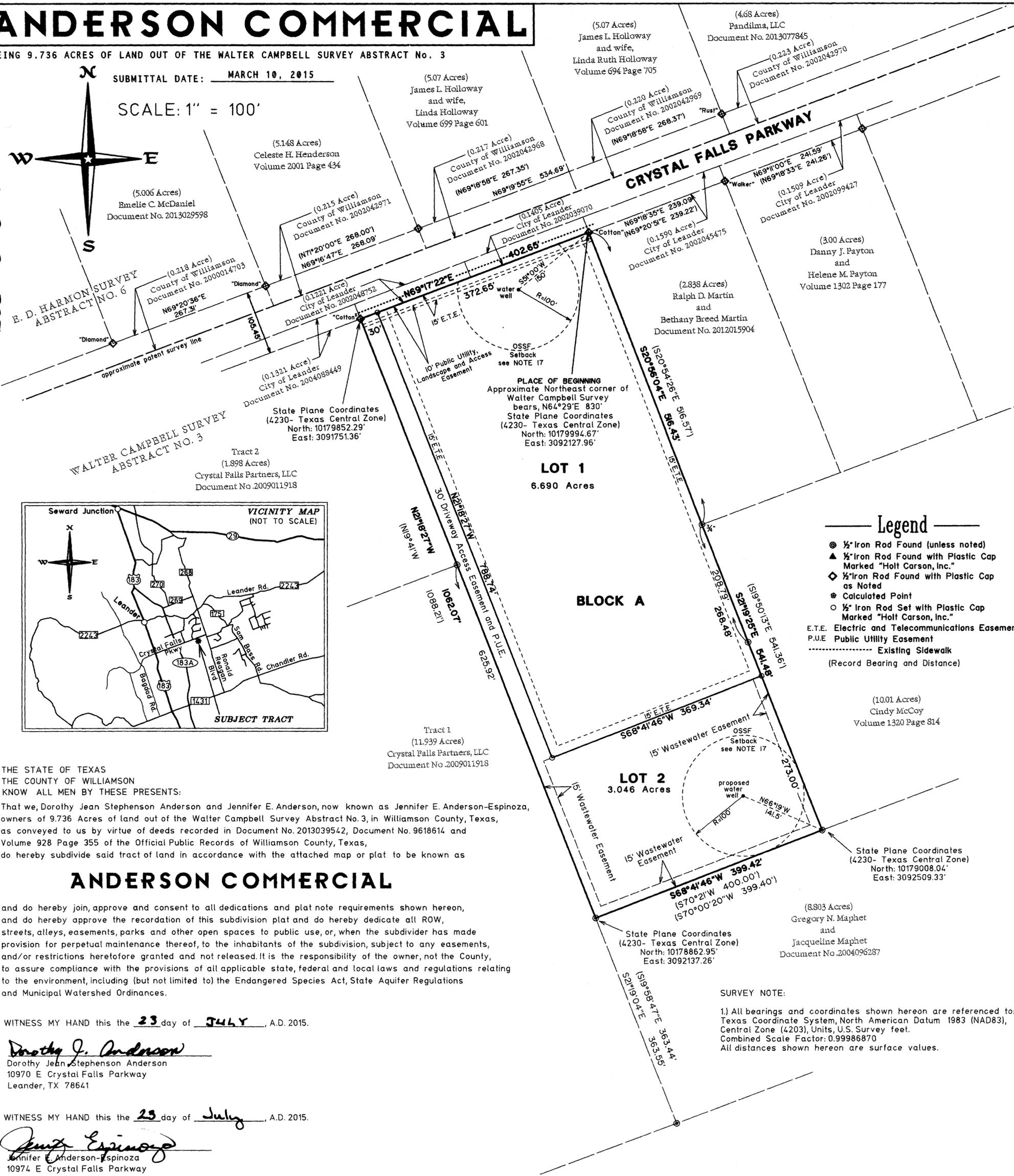
SUBMITTAL DATE: MARCH 10, 2015

SCALE: 1" = 100'

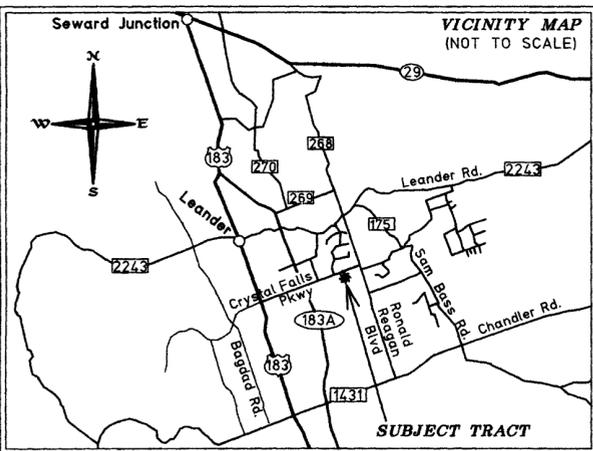


DOC# 2015072322

DOC# 2015072322



WALTER CAMPBELL SURVEY ABSTRACT NO. 3



- Legend**
- 1/2" Iron Rod Found (unless noted)
 - ▲ 1/2" Iron Rod Found with Plastic Cap Marked "Holt Carson, Inc."
 - ◆ 1/2" Iron Rod Found with Plastic Cap as Noted
 - ⊙ Calculated Point
 - 1/2" Iron Rod Set with Plastic Cap Marked "Holt Carson, Inc."
 - E.T.E. Electric and Telecommunications Easement
 - P.U.E. Public Utility Easement
 - Existing Sidewalk
 - (Record Bearing and Distance)

THE STATE OF TEXAS
THE COUNTY OF WILLIAMSON
KNOW ALL MEN BY THESE PRESENTS:

That we, Dorothy Jean Stephenson Anderson and Jennifer E. Anderson, now known as Jennifer E. Anderson-Espinoza, owners of 9.736 Acres of land out of the Walter Campbell Survey Abstract No. 3, in Williamson County, Texas, as conveyed to us by virtue of deeds recorded in Document No. 2013039542, Document No. 9618614 and Volume 928 Page 355 of the Official Public Records of Williamson County, Texas, do hereby subdivide said tract of land in accordance with the attached map or plat to be known as

ANDERSON COMMERCIAL

and do hereby join, approve and consent to all dedications and plat note requirements shown hereon, and do hereby approve the recordation of this subdivision plat and do hereby dedicate all ROW, streets, alleys, easements, parks and other open spaces to public use, or, when the subdivider has made provision for perpetual maintenance thereof, to the inhabitants of the subdivision, subject to any easements, and/or restrictions heretofore granted and not released. It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the environment, including (but not limited to) the Endangered Species Act, State Aquifer Regulations and Municipal Watershed Ordinances.

WITNESS MY HAND this the 23 day of JULY, A.D. 2015.

Dorothy J. Anderson
Dorothy Jean Stephenson Anderson
10970 E Crystal Falls Parkway
Leander, TX 78641

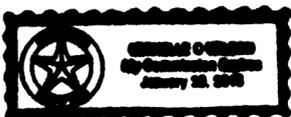
WITNESS MY HAND this the 23 day of July, A.D. 2015.

Jennifer E. Anderson-Espinoza
Jennifer E. Anderson-Espinoza
10974 E Crystal Falls Parkway
Leander, TX 78641

THE STATE OF TEXAS
THE COUNTY OF WILLIAMSON

I, the undersigned authority, on this the 23 day of July, A.D., 2015, did personally appear Dorothy Jean Stephenson Anderson, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and she acknowledged before me that she executed the same for the purposes and considerations therein expressed.

NOTARY PUBLIC Michelle O. Wilson
Printed Name Michelle O. Wilson
Commission Expires January 30, 2016



THE STATE OF TEXAS
THE COUNTY OF WILLIAMSON

I, the undersigned authority, on this the 23 day of July, A.D., 2015, did personally appear Jennifer E. Anderson-Espinoza, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and she acknowledged before me that she executed the same for the purposes and considerations therein expressed.

NOTARY PUBLIC Michelle O. Wilson
Printed Name Michelle O. Wilson
Commission Expires January 30, 2016



ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING TWO LOTS FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) AND INTERIM SFS-2-B (SINGLE-FAMILY SUBURBAN) TO GC-3-C (GENERAL COMMERCIAL) MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the owner of the property described herein after (the "Property") has requested that the Property be rezoned;

Whereas, after giving at least ten days written notice to the owners of land within two hundred feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council;

Whereas, after publishing notice of the public hearing at least fifteen days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, THAT:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Amendment of Zoning Ordinance. Ordinance No. 05-018, as amended, the City of Leander Composite Zoning Ordinance (the "Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

Section 3. Applicability. This ordinance applies to the following parcels of land, which is herein referred to as the "Property." That certain lots being 9.736 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", generally located 750 feet to the west of the intersection of E Crystal Falls Pkwy and Ronald Reagan Blvd; legally described as Lot 1 and 2 of the Anderson Commercial Subdivision, Williamson County, Texas; identified by Williamson County tax identification number R542627 and R542628.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFR-1-B (Single-Family Rural) to GC-3-C (General Commercial) as shown in Exhibit "B".

Section 5. Recording Zoning Change. The City Council directs the City Secretary to record this zoning classification on the City's official zoning map with the official notation as prescribed by the City's zoning ordinance.

Section 6. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 7. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

PASSED AND APPROVED on First Reading this the 18th of February, 2016
FINALLY PASSED AND APPROVED on this the 3rd day of March, 2016

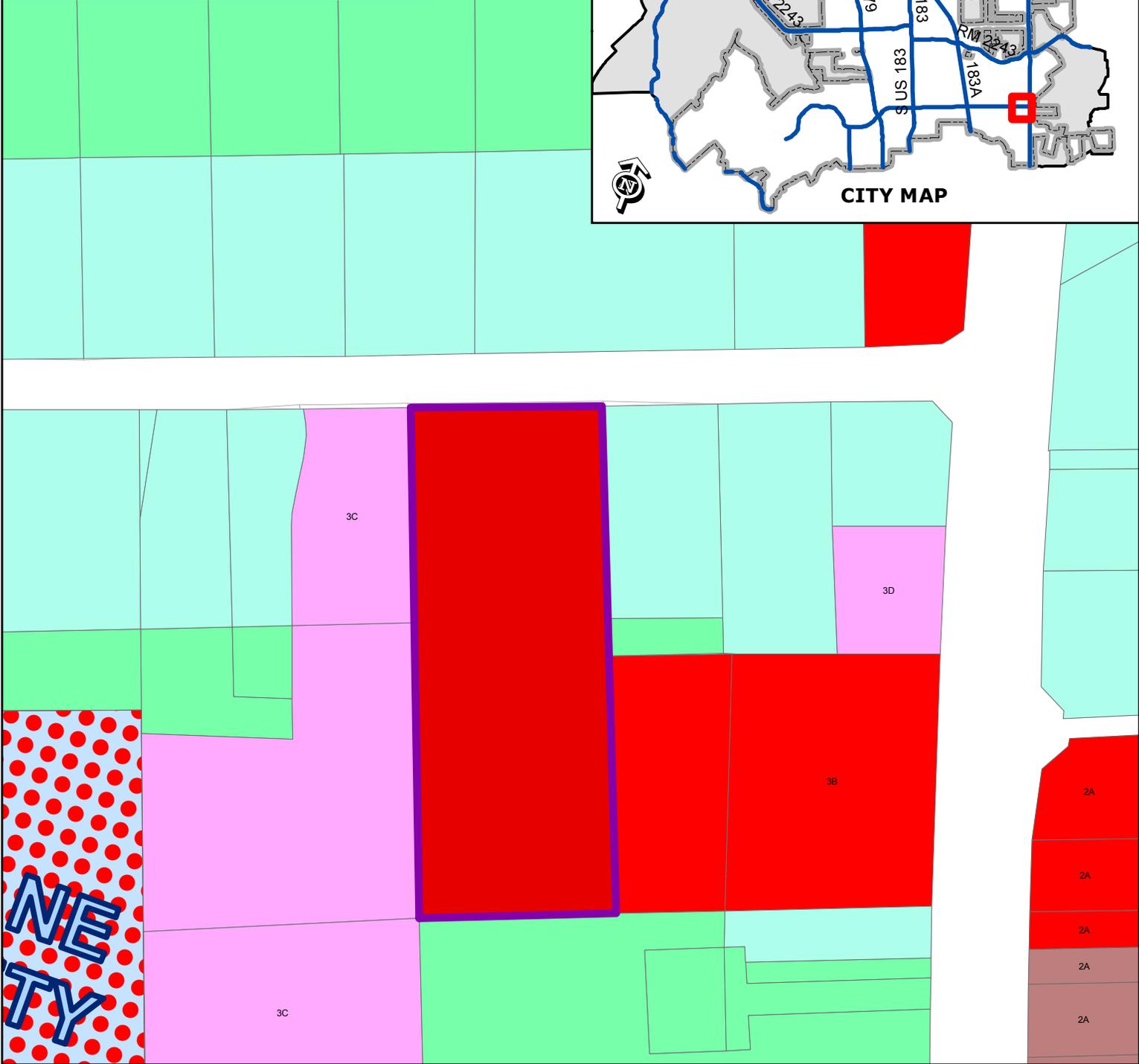
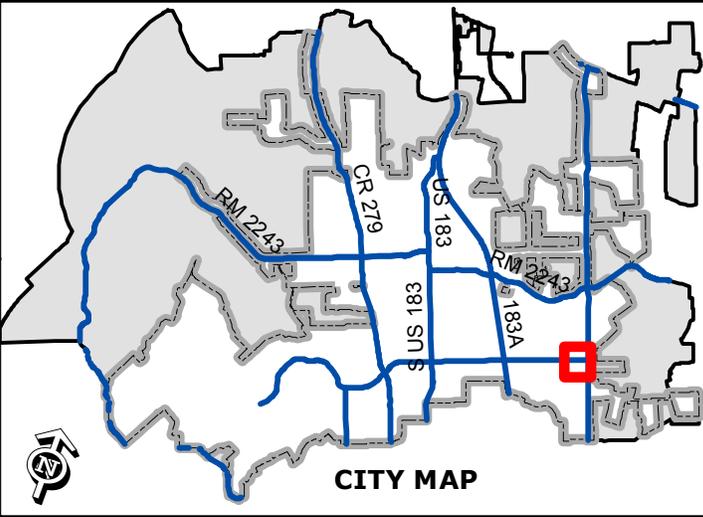
THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

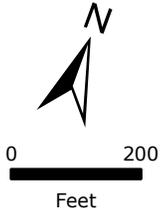
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ZONING CASE 15-Z-036 Exhibit A

Zoning Map - Anderson Commercial

 Subject Property	 PUD Commercial	 SFR	 SFT	 GC
 City Limits	 PUD Mixed Use	 SFE	 SFU/MH	 HC
	 PUD Multi-Family	 SFS	 TF	 HI
	 PUD Single-Family	 SFU	 MF	 PUD
	 PUD Townhome	 SFC	 LO	
		 SFL	 LC	



11. **Zoning Case 15-Z-036:** Hold a public hearing and consider action on the rezoning of two lots generally located 750 feet to the west of the intersection of E Crystal Falls Pkwy and Ronald Reagan Blvd; 9.736 acres more or less; legally described as Lots 1 & 2 Blk A, Anderson Commercial, WCAD Parcels R542627 and R542628. Currently, the property is zoned Interim SFR-1-B (Single-Family Rural) and Interim SFS-2-B (Single-Family Suburban). The applicant is proposing to zone the property to GC-3-C (General Commercial), Leander, Williamson County, Texas. Applicant: City of Leander on behalf of Anderson, Dorothy Jean Stephenson.

a) Staff Presentation

Robin Griffin, Senior Planner, discussed the proposed zoning request.

b) Applicant Presentation

Fire Chief Bill Gardner explained the purpose for the zoning request.

c) Open Public Hearing

Vice Chair Allen opened the public hearing.

Richard Crank – spoke in favor

Don Cox – was called to speak but did not wish to at that time.

d) Close Public Hearing

Vice Chair Allen closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Hines moved to approve the GC-3-C (General Commercial) district on Lot 1 and the flag pole portion of Lot 2. Commissioner Schwendenmann seconded the motion. Motion passed unanimously.

12. Zoning Case 16-Z-001: Hold a public hearing and consider action on the rezoning of one lot located at 1109 Leander Drive; 3.526 acres more or less; legally described as Lot 14A, Blk A of the Leander Heights Section 3 Replat, WCAD Parcel R351048. Currently, the property is zoned HC-4-D (Heavy Commercial). The applicant proposing to zone the property to HC-5-D (Heavy Commercial), Leander, Williamson County, Texas. Applicant: Ron Jordan on behalf of Dennis Industries, LLC.

a) Staff Presentation

Robin Griffin, Senior Planner, stated that staff reviewed the request and recommends approval of the requested HC-5-D (Heavy Commercial).

b) Applicant Presentation

Ron Jordan agent explained the purpose for the zoning request.

c) Open Public Hearing

Vice Chairman Allen opened the public hearing.

No one wished to speak.

d) Close Public Hearing

Vice Chairman Allen closed the public hearing.

e) Discussion

Discussion took place.



Executive Summary

February 18, 2016

Agenda Subject: Zoning Case 16-Z-001: Hold a public hearing and consider action on the rezoning of one lot located at 1109 Leander Drive; 3.526 acres more or less; legally described as Lot 14A, Blk A of the Leander Heights Section 3 Replat, WCAD Parcel R351048. Currently, the property is zoned HC-4-D (Heavy Commercial). The applicant proposing to zone the property to HC-5-D (Heavy Commercial), Leander, Williamson County, Texas.

Background: This request is the second step in the rezoning process.

Origination: Applicant: Ron Jordan on behalf of Dennis Industries, LLC.

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission recommended approval of the HC-5-D (Heavy Commercial) district with a 5 to 1 vote (Commissioner Means opposed) at the February 11, 2016 meeting.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Future Land Use Map
4. Notification Map
5. Proposed Zoning Map
6. Aerial Map
7. Letter of Intent
8. Ordinance
9. Minutes-Planning & Zoning Commission February 11, 2016

Prepared By: Tom Yantis, AICP
Assistant City Manager

02/12/2016



PLANNING ANALYSIS

ZONING CASE 16-Z-001
1109 LEANDER DRIVE

GENERAL INFORMATION

Owner: Dennis Industries, LLC.

Current Zoning: HC-4-D (Heavy Commercial)

Proposed Zoning: HC-5-D (Heavy Commercial)

Size and Location: The property is located at 1109 Leander Drive is approximately 3.526 acres in size.

Staff Contact: Robin M. Griffin, AICP
Senior Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	HC-4-D	Established Industrial Use (Dennis Steel)
EAST	HC-4-D HC-5-D	Established Industrial Uses
SOUTH	HC-4-D	Established School
WEST	GC-3-C PUD	Established Commercial Uses

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

HC – HEAVY COMMERCIAL:

Features: Any use in GC plus commercial laundry, contractor storage yard, lumber yards, indoor manufacture, assembly and processing, mini-warehouse, RV, trailer and boat storage, testing and research, warehouse and distribution, wholesale, wrecker impoundment.

Intent: Development of a variety of light manufacturing, assembly and processing businesses, storage, warehouses and lumber sales. Access should be provided by an industrial or commercial collector street.

SITE COMPONENT:

TYPE 5 (non-residential only):

Features: Accessory buildings; drive-thru service; outdoor fueling and washing of vehicles; overhead service doors; maximum outdoor display and storage; outdoor entertainment venues and animal boarding.

Intent:

- (1) The Type 5 site component is intended to be utilized with developments that have intense outdoor site requirements and a need to utilize the outdoor site area for maximum outdoor display, storage and / or accessory buildings.
- (2) This component is intended only for industrial or the heaviest commercial uses and may be combined only with GC, HC or HI use components.
- (3) This site component is not intended for retail or office development not requiring the available limits of outdoor storage and accessory buildings or adjacent to residential neighborhoods where not adequately buffered from residential uses.
- (4) This site component is discouraged along major thoroughfares and is intended to be utilized within industrial park developments.

ARCHITECTURAL COMPONENT:

TYPE D (non-residential only):

Features: 35% masonry (60% street facing); metal siding for remainder not facing a street; 2 or more architectural features.

Intent:

- (1) This architectural component is intended only for industrial warehouse, heavy commercial service and other similar applications and shall be utilized only with GC, HC or HI use components.
- (2) This component is not intended to be utilized with the majority of GC districts.
- (3) This component is not intended for retail or office development or adjacent to residential neighborhoods where not adequately buffered from residential uses.
- (4) This site component is discouraged along major thoroughfares and is intended to be utilized within industrial park development.

COMPREHENSIVE PLAN STATEMENTS:

The following Comprehensive Plan statements may be relevant to this case:

- Provide a balanced mix of complementary uses that support a strong and diverse tax base.
- Position Leander as a destination for employers.
- Direct job-generating uses to the Employment Mixed Use and Industrial areas.
- The Industrial District land use category is intended to be located in close proximity to major transportation systems, including highways, tollways, railroads, etc. These areas are intended for industrial and employment land uses that may generate traffic and noise. These uses are important for the city's economic development, and should be protected to avoid encroachment by incompatible use issues while aiding existing businesses expansion. Industrial uses should be developed with attention to aesthetics through the provision of landscaping along street frontages, screening of outdoor storage and assembly areas, and high-quality design and materials where buildings are visible from roadways or adjacent residential development areas.

ANALYSIS:

The applicant is requesting to change the zoning of the property from HC-4-D (Heavy Commercial) to HC-5-D in order to allow for unlimited outdoor storage. This property is located in the existing industrial area of the City along Leander Drive. The properties to the north and south are zoned HC-4-D. The property to the east is zoned HC-5-D. The surrounding uses to the north and east are currently developed industrial sites and there is a school located to the south. The property to the west is part of the Gateway Shopping Center and is currently developed as a commercial/retail site.

This zoning change request would change the site component from Type 4 to Type 5. The table below demonstrates the differences in the two site components.

SITE STANDARD	TYPE 4	TYPE 5
Drive-through service lanes	Permitted	Permitted
Outdoor Display	Unlimited	Unlimited
Outdoor Storage	Limited to 60% of the gross square footage of the primary structure	Unlimited
Accessory Buildings /Structures	Limited to 60% of the gross square footage of the primary structure	Unlimited
Outdoor Fueling & Washing of Vehicles	Permitted	Permitted
Outdoor Animal Boarding	Permitted	Permitted
Outdoor Entertainment	Permitted	Permitted
Overhead Commercial Service Doors	Permitted	Permitted
Accessory Dwellings	Permitted	Permitted

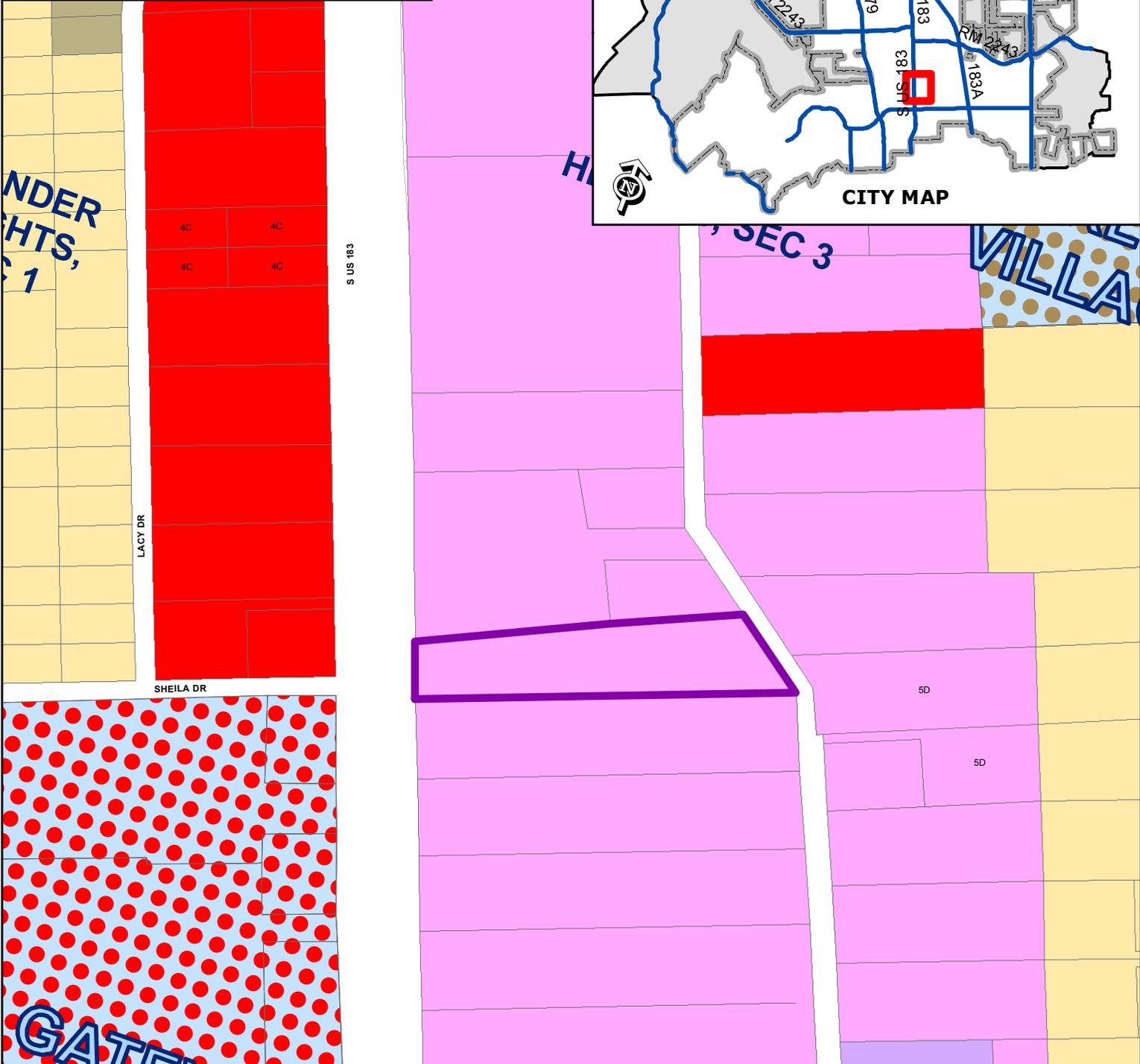
The primary difference between the Type 4 and Type 5 site component is that outdoor storage and accessory buildings are unlimited. The Composite Zoning Ordinance includes screening requirements for outdoor storage. Outdoor storage areas are required to be screened from view of the street by 60%. This screening includes fencing and landscaping.

This property is located within an Industrial Area as designated by the Future Land Use Plan. This use category is designated in close proximity to major transportation facilities such as highways and are intended for industrial and employment land uses. Industrial areas are important for economic development and should be placed in areas that are compatible with the adjacent properties.

STAFF RECOMMENDATION:

Staff recommends approval of the requested HC-5-D (Heavy Commercial) district. This proposal is compliant with the Future Land Use Plan. The property is located within an established industrial area and the Type 5 site component is appropriate. The Type 5 site component is intended to be combined with the HC use component and used for development with intense outdoor site requirements. The requested zoning change meets the intent statements of the Composite Zoning Ordinance and the goals of the Comprehensive Plan.

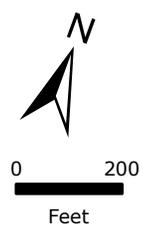
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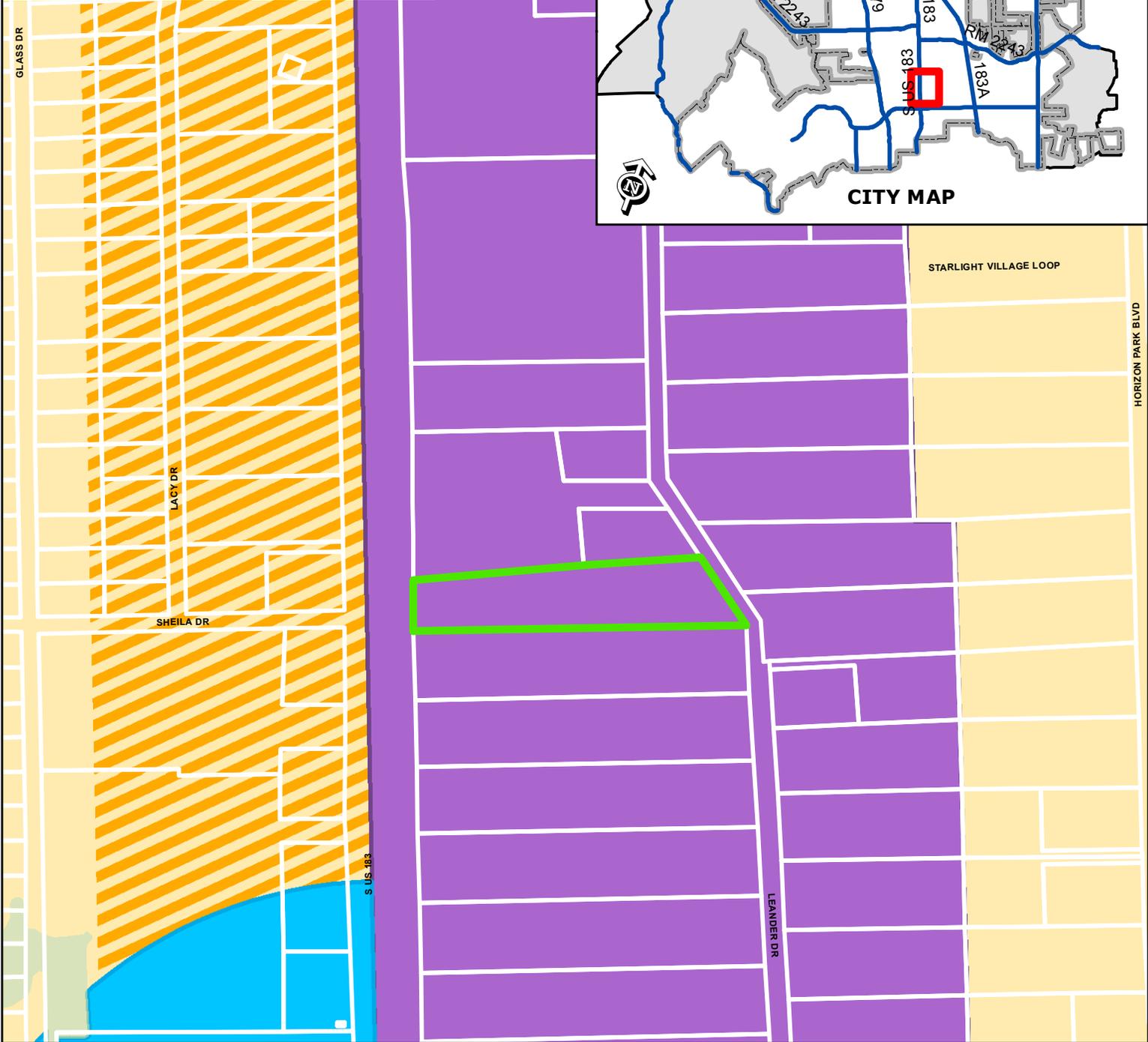
ZONING CASE 16-Z-001 Attachment #2

Current Zoning Map - 1109 Leander Dr

- | | | | | |
|------------------|-------------------|-----|--------|-----|
| Subject Property | PUD Commercial | SFR | SFT | GC |
| City Limits | PUD Mixed Use | SFE | SFU/MH | HC |
| | PUD Multi-Family | SFS | TF | HI |
| | PUD Single-Family | SFU | MF | PUD |
| | PUD Townhome | SFC | LO | |
| | | SFL | LC | |



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ZONING CASE 16-Z-001 Attachment #3 Future Land Use Map - 1109 Leander Dr

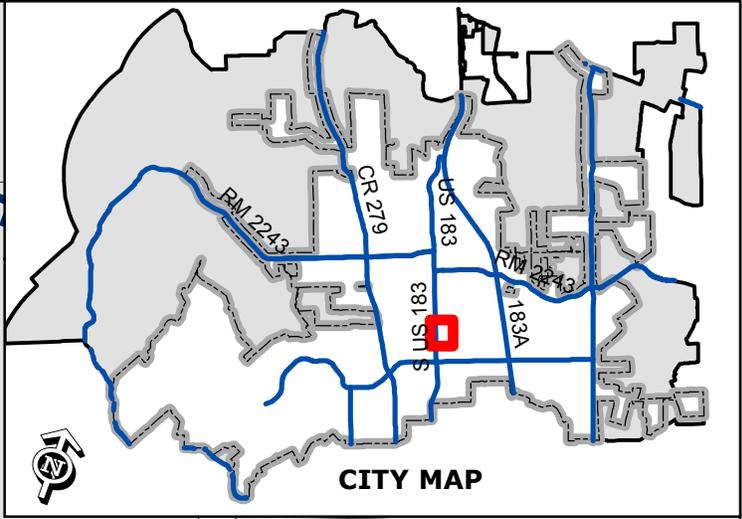
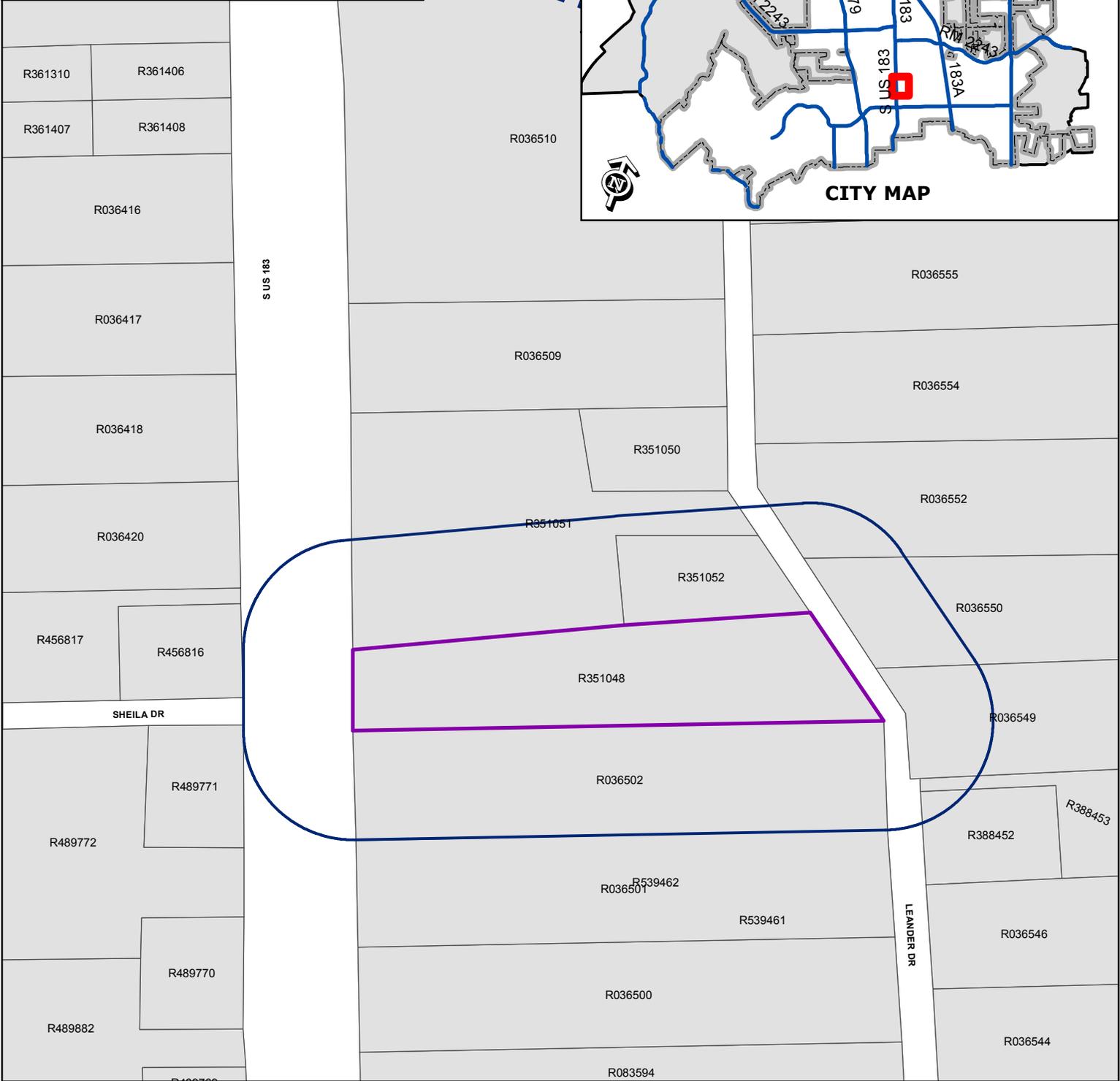
 Subject Property	 Commercial Corridor	 Transit Supportive Mixed Use
 City Limits	 Neighborhood Center	 Station Area Mixed Use
 Open Space	 Community Center	 Old Town Mixed Use
 Mixed Use Corridor	 Activity Center	 Employment Mixed Use
	 Industrial District	
	 Neighborhood Residential	





0 200
Feet

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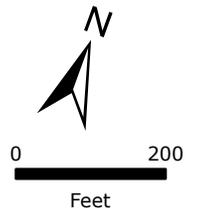
ZONING CASE 16-Z-001

Attachment # 4

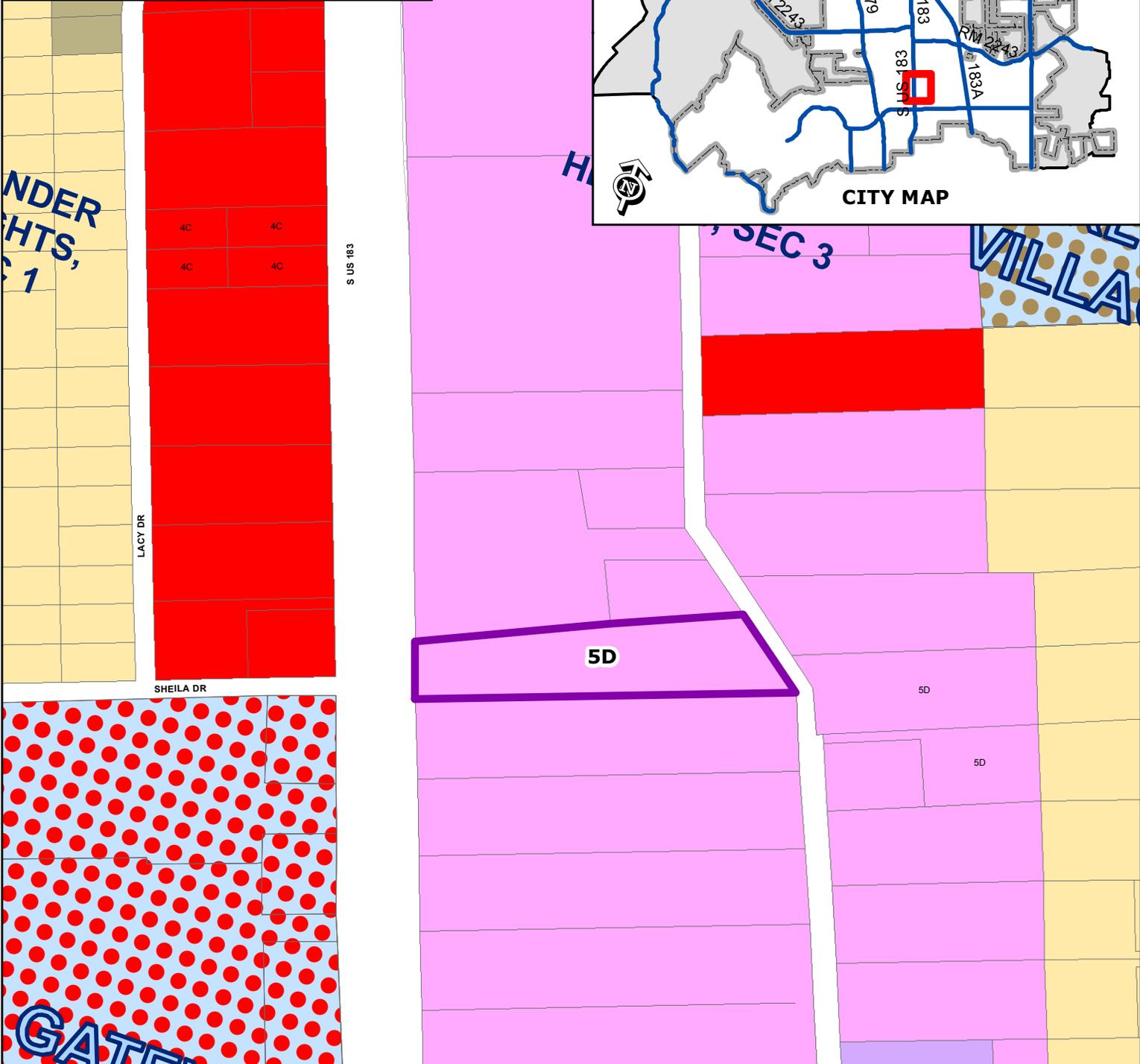
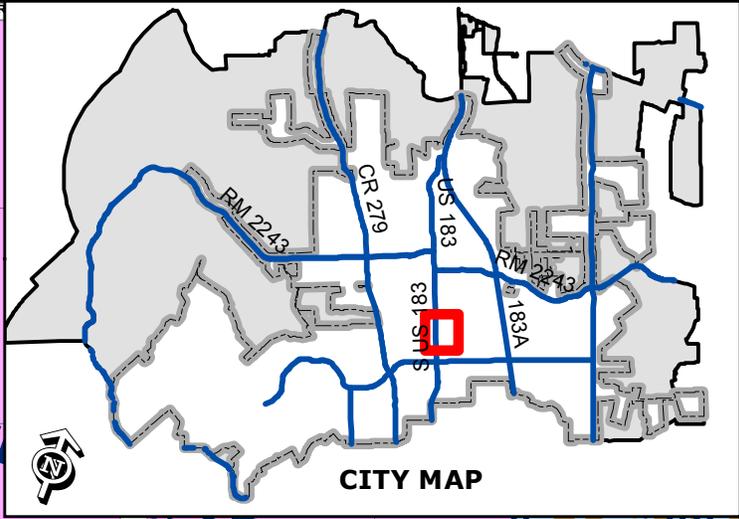
Notification Map
Leander Dr

-  Public Notification Boundary
-  Subject Property

-  City Limits
-  WCAD Parcels



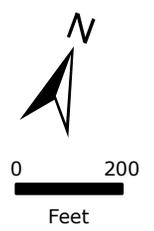
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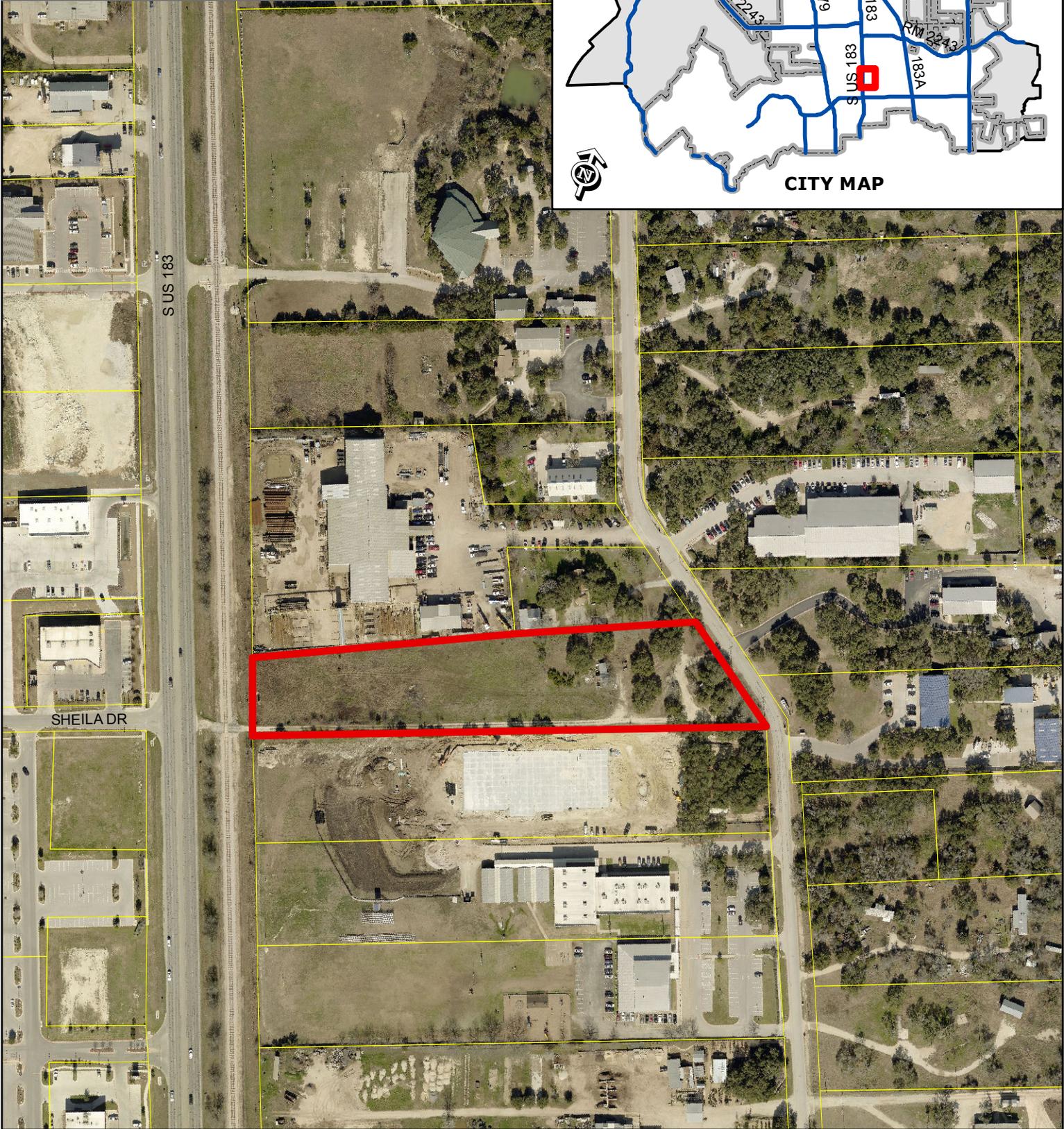
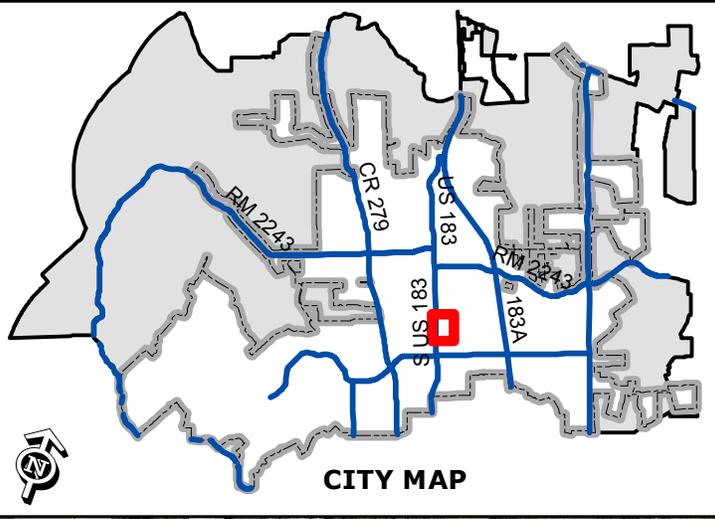
ZONING CASE 16-Z-001 Attachment #5

Proposed Zoning Map - 1109 Leander Dr

- | | | | | |
|------------------|-------------------|-----|--------|-----|
| Subject Property | PUD Commercial | SFR | SFT | GC |
| City Limits | PUD Mixed Use | SFE | SFU/MH | HC |
| | PUD Multi-Family | SFS | TF | HI |
| | PUD Single-Family | SFU | MF | PUD |
| | PUD Townhome | SFC | LO | |
| | | SFL | LC | |



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ZONING CASE 16-Z-001 Attachment #6

Aerial Exhibit - Approximate Boundaries
1109 Leander Dr



-  Subject Property
-  City Limits



DENNIS STEEL, INC.

1105 Leander Drive
Leander, TX 78641
512.259.4001
Fax: 512.259.1070
Sales Fax: 512.259.5397
<http://www.dennissteel.com>

ATTACHMENT 7

LETTER OF INTENT

Change of Zoning for 1109 Leander Drive

December 21, 2015

It is the intent of this application process to implement a change of zoning for 1109 Leander Drive from HC-4-D to HC-5-D.

1109 Leander Drive is adjacent to 1105 Leander Drive. 1105 is the site of the Dennis Steel, Inc. structural steel fabrication plant. Currently, receiving and fabrication of raw steel, and the loading for delivery of finished steel take place at 1105. 1109 was purchased to allow us to relocate the receiving area and the gantry crane; and expand the fabrication shop by 4900 square feet. We have a design team under contract at this time. Our goal is to submit a Site Plan Development Permit application on March 1, 2016 for the improvements to 1109 and 1105.

The work at 1109 will provide for a new compacted base receiving area; a concrete support structure for roller tables; the relocation of the gantry crane, with the associated nine concrete piers; a paved driveway with entrance from Leander Drive; new and reconfigured fencing; and, the associated landscape and storm water components that are required by code. No occupied buildings or permanent structures will be designed or proposed for 1109.

The Site Uses and Features for HC-4-D provides for outdoor storage and container storage based on a percentage of gross floor area of the primary building on a property. With no buildings proposed for 1109, the outdoor storage area cannot be calculated.

To optimize the use of 1109 we want to be able to store mobile cranes, some storage containers, and miscellaneous steel erection equipment in the area east of and adjacent to the proposed receiving area/gantry crane footprint. This location will have a visual barrier from Leander Drive provided by the existing, large Heritage Oaks that are located on the east end of the property. The visual barrier for Highway 183 on the west side will be included in the Site Plan Development drawings now underway.

While Type 5 site component "is discouraged along major thoroughfares and is intended to be utilized within industrial park developments" the change requested for this site is appropriate given the existing conditions of the Dennis Steel fabrication shop adjacent to 1109. The requested storage area will be from 400 to 500 feet from the west property line, with the railroad tracks between the property line and Highway 183.

STRUCTURAL STEEL • DETAILING • FABRICATION • ERECTION • STRUCTURAL ENGINEERING

"BUILDING TEXAS FOR OVER 30 YEARS!"



ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING ONE LOT FROM HC-4-D (HEAVY COMMERCIAL) TO HC-5-D (HEAVY COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the owner of the property described herein after (the "Property") has requested that the Property be rezoned;

Whereas, after giving at least ten days written notice to the owners of land within two hundred feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council;

Whereas, after publishing notice of the public hearing at least fifteen days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, THAT:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Amendment of Zoning Ordinance. Ordinance No. 05-018, as amended, the City of Leander Composite Zoning Ordinance (the "Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

Section 3. Applicability. This ordinance applies to the following lot, which is herein referred to as the "Property." That certain land being 3.526 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", located at 1109 Leander Drive; legally described as Lot 14A, Blk A, Leander Heights Section 3 Subdivision Replat, Williamson County, Texas; identified by Williamson County tax identification number R351048.

Section 4. Property Rezoned. The Zoning Ordinance Is Hereby Amended By Changing The Zoning District For The Property From HC-4-D (Heavy Commercial) to HC-5-D (Heavy Commercial); as shown In Exhibit "A".

Section 5. Recording Zoning Change. The City Council directs the City Secretary to record this zoning classification on the City's official zoning map with the official notation as prescribed by the City's zoning ordinance.

Section 6. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof

ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 7. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

PASSED AND APPROVED on First Reading this the 18th of February, 2016
FINALLY PASSED AND APPROVED on this the 3rd day of March, 2016

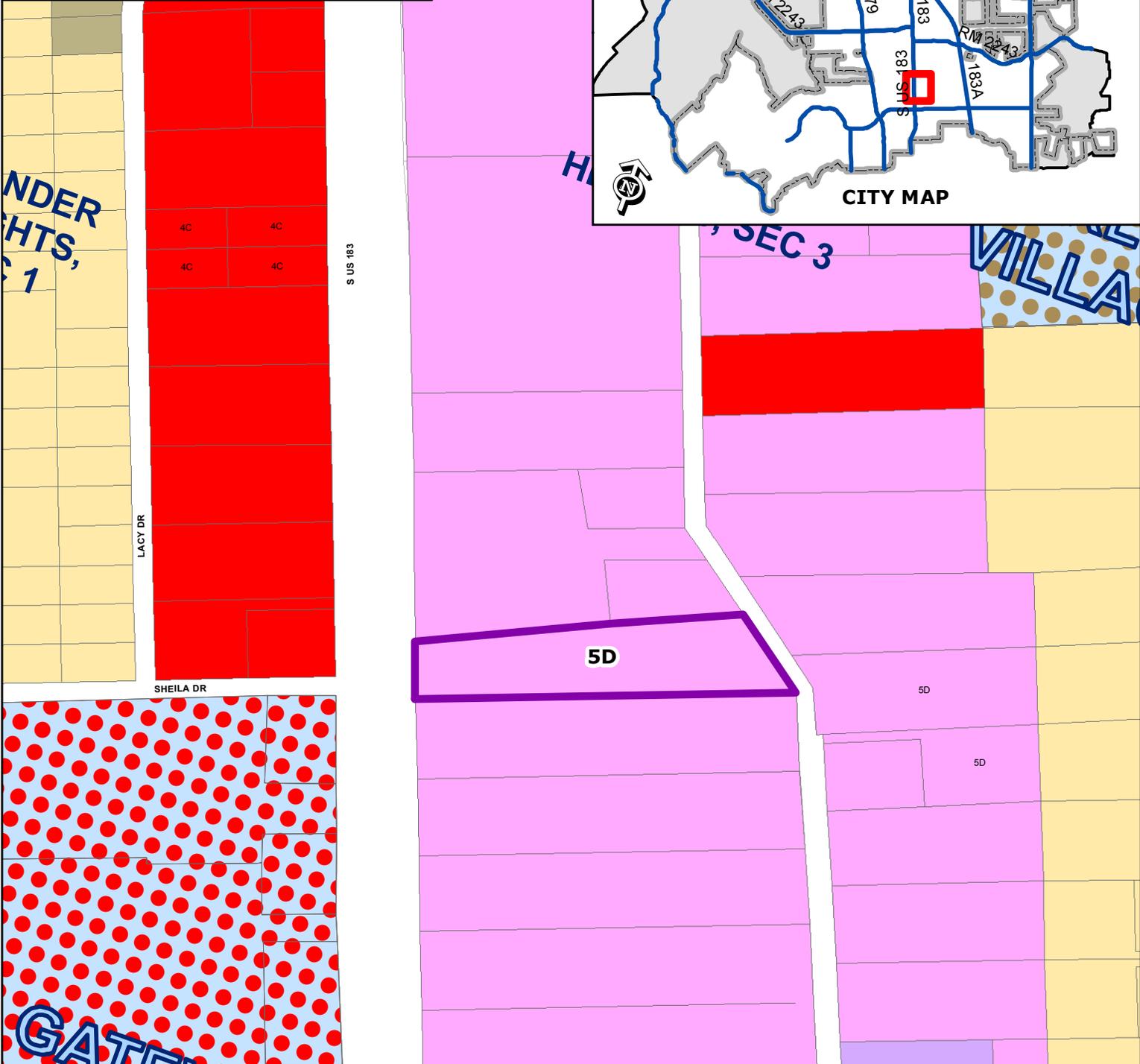
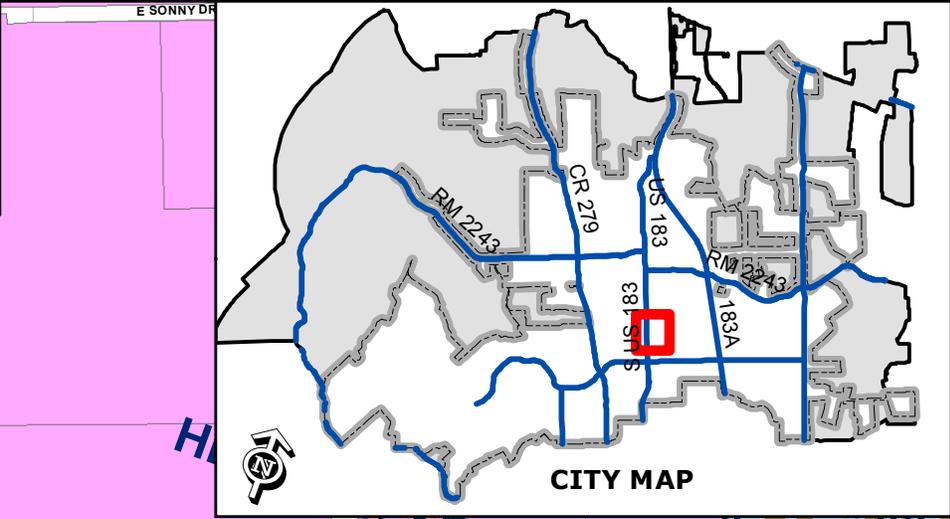
THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

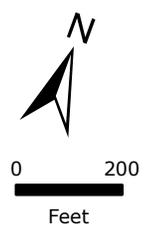
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.



ZONING CASE 16-Z-001 Exhibit A

Zoning Map - 1109 Leander Dr

- | | | | | |
|------------------|-------------------|-----|--------|-----|
| Subject Property | PUD Commercial | SFR | SFT | GC |
| City Limits | PUD Mixed Use | SFE | SFU/MH | HC |
| | PUD Multi-Family | SFS | TF | HI |
| | PUD Single-Family | SFU | MF | PUD |
| | PUD Townhome | SFC | LO | |
| | | SFL | LC | |



11. Zoning Case 15-Z-036: Hold a public hearing and consider action on the rezoning of two lots generally located 750 feet to the west of the intersection of E Crystal Falls Pkwy and Ronald Reagan Blvd; 9.736 acres more or less; legally described as Lots 1 & 2 Blk A, Anderson Commercial, WCAD Parcels R542627 and R542628. Currently, the property is zoned Interim SFR-1-B (Single-Family Rural) and Interim SFS-2-B (Single-Family Suburban). The applicant is proposing to zone the property to GC-3-C (General Commercial), Leander, Williamson County, Texas. Applicant: City of Leander on behalf of Anderson, Dorothy Jean Stephenson.

a) Staff Presentation

Robin Griffin, Senior Planner, discussed the proposed zoning request.

b) Applicant Presentation

Fire Chief Bill Gardner explained the purpose for the zoning request.

c) Open Public Hearing

Vice Chair Allen opened the public hearing.

Richard Crank – spoke in favor

Don Cox – was called to speak but did not wish to at that time.

d) Close Public Hearing

Vice Chair Allen closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Hines moved to approve the GC-3-C (General Commercial) district on Lot 1 and the flag pole portion of Lot 2. Commissioner Schwendenmann seconded the motion. Motion passed unanimously.

12. Zoning Case 16-Z-001: Hold a public hearing and consider action on the rezoning of one lot located at 1109 Leander Drive; 3.526 acres more or less; legally described as Lot 14A, Blk A of the Leander Heights Section 3 Replat, WCAD Parcel R351048. Currently, the property is zoned HC-4-D (Heavy Commercial). The applicant proposing to zone the property to HC-5-D (Heavy Commercial), Leander, Williamson County, Texas. Applicant: Ron Jordan on behalf of Dennis Industries, LLC.

a) Staff Presentation

Robin Griffin, Senior Planner, stated that staff reviewed the request and recommends approval of the requested HC-5-D (Heavy Commercial).

b) Applicant Presentation

Ron Jordan agent explained the purpose for the zoning request.

c) Open Public Hearing

Vice Chairman Allen opened the public hearing.

No one wished to speak.

d) Close Public Hearing

Vice Chairman Allen closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Hines moved to approve with staff recommendation of HC-5-D (Heavy Commercial). Commissioner Anderson seconded the motion. Motion passed 5 to 1 with Commissioner Means opposing.

Commissioner Means opposed the request because she would like to preserve the aesthetics of the major corridors in the City.

Work Session

13. Meeting Adjourned **at 7:50 pm**

Vice Chair Allen

ATTEST:

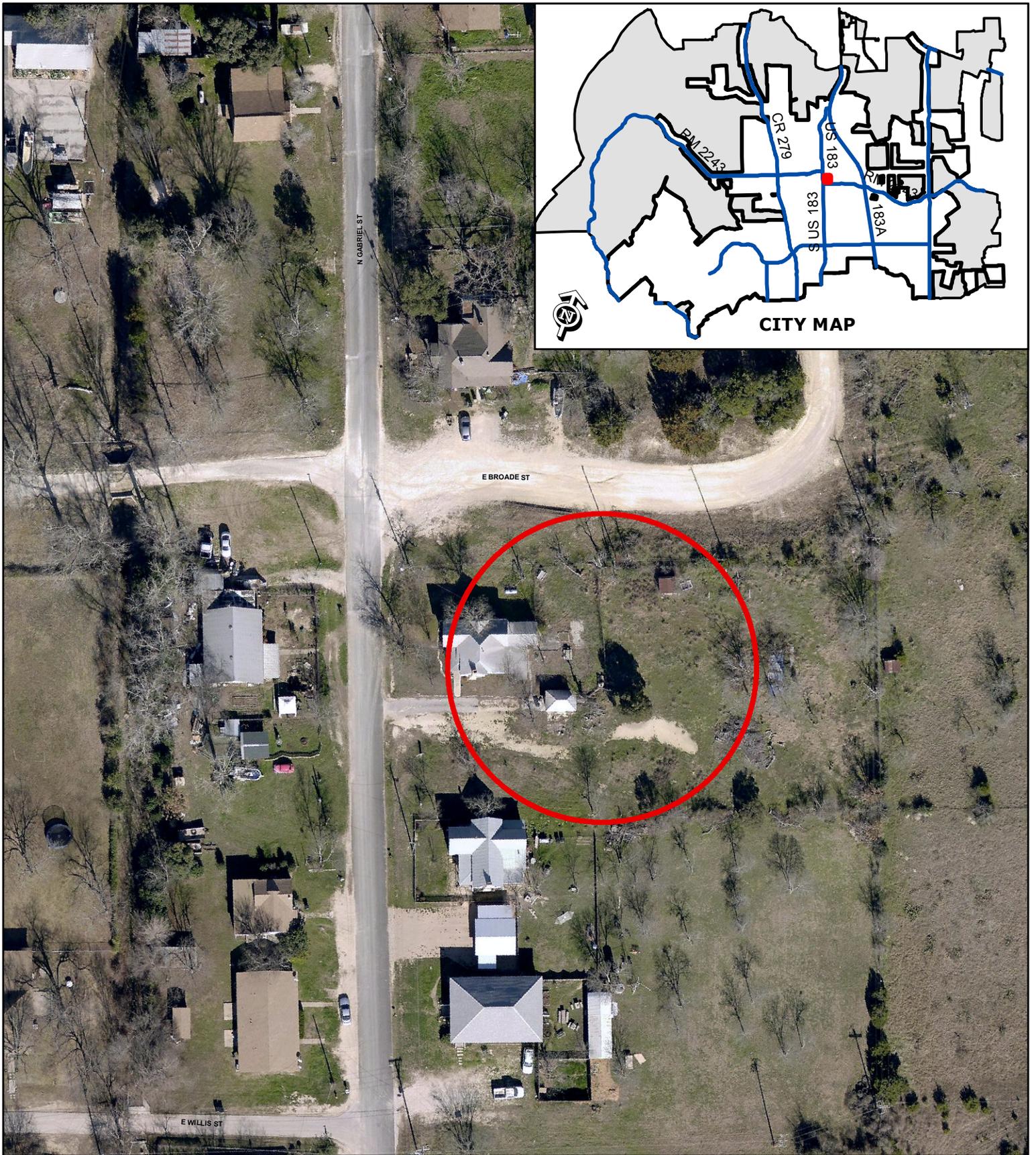
Ellen Pizalate, Secretary



Executive Summary

February 18, 2016

-
- Agenda Subject:** Street Vacate Case 15-SV-004: First reading and consider action on the vacation of a portion of an alley ROW located perpendicular to Broade Street and parallel to East Street and Gabriel Street; located in Block 11 of the Original Plat of Leander; Leander, Williamson County, Texas.
- Background:** A portion of the alley is dedicated as ROW through an easement and the northern portion of the roadway has not been constructed. The adjacent property owner is proposing a non-residential use at this location and would like to incorporate the ROW into the project.
- Origination:** Applicant: Michael Nelson, Property Owner
- Financial Consideration:** The City will receive the amount authorized by the City Council for the sale of the ROW.
- Recommendation:** The appraiser provided a value in the amount of \$5,500 for the land proposed to be vacated.
- Attachments:**
1. Location Exhibit
 2. Property Valuation
 3. Letter of Intent
 4. Ordinance
- Prepared By:** Tom Yantis, AICP
Assistant City Manager
- 02/11/2016



STREET VACATE 15-SV-004

Attachment #1

ROW Vacation Request
Alley close to Gabriel St



TO: Robin Griffin, AICP
City of Leander Planning Department

FROM: Dianna Tinkler

DATE: December 23, 2015

RE: 216 North Gabriel Street Alley Vacation (2,998.6 SF)

The purpose of this memo to provide data regarding property values for the City of Leander's use in estimating a value for the proposed 20-foot wide alley vacation located between Lots 1-5 and Lots 16-20, Block 11, Plat of Leander, recorded in Volume 33, Page 549 in the Deed Records of Williamson County, Texas or more commonly referred to as 216 North Gabriel Street. This data is used to provide an estimated range of value, but is not intended to be an appraisal of the property.

Michael and Jamie Nelson are the owners of Lots 1-5 and Lots 16-20, Block 11, Plat of Leander, recorded in Volume 33, Page 549 in the Deed Records of Williamson County, Texas. Lots 1-5 and Lots 16-20 are separated by a 20-foot wide alley, which was dedicated by plat and bisects the Nelson's property. According to Williamson Central Appraisal District (WCAD) records, the property is improved with a 1,200 square foot house and is situated on a 29,621 square foot lot. WCAD has assessed the Nelson's property at \$111,578, which is divided between improvement value at \$59,223 and land value at \$52,355. The Nelsons have requested the 20-foot wide alley be vacated in order to assemble Lots 1-5 and Lots 16-20 into one contiguous property. The most probable use for the City's vacated alley would be for assemblage with the adjoining property owned by the Nelsons (Lots 1-5 and Lots 16-20, Block 11). Current access to the proposed alley vacation is off of Broade Street. According to City zoning maps, the area within the plat of Leander is zoned general commercial and is located within the Transit Oriented Development (TOD).

According to the WCAD appraisal staff, this neighborhood is considered a "pocket" neighborhood and is unique because: 1) it is part of the original plat of Leander 2) it has no access to US 183 due to the railroad tracks and Gabriel Street is not a through street to Hero Way 3) it has visibility from US 183 and Hero Way, and 4) area is still primarily improved as a residential neighborhood. This "pocket" neighborhood is now zoned general commercial and is included in the TOD. In talking to City Staff, preliminary planning is being completed to improve and extend East Street all the way through from South Street (FM 2243) north to Hero Way. This proposed project is dependent on bond approval; therefore, the timing and certainty of the improved access to this area is still unknown and does not impact the current evaluation.

In order to estimate the value of the 2,998.6 square foot proposed alley vacation for the City of Leander, sold properties within the Plat of Leander were researched and their associated WCAD assessed values were reviewed.

Sale #1 is located at 216 North Gabriel Street (Lots 1-5 and Lots 16-20, Block 11) and sold on July 3, 2014 for \$108,000 or \$3.65/SF. According to Carolyn Barbian with Keller Williams, 216 Gabriel was originally listed in February 2014, for \$152,000, which is \$5.13/SF for the 0.68 acres. The property is zoned general commercial. Ms. Barbian stated that the property was valued as land only since the house is unlivable. It has no heat or air conditioning and the roof and foundation are in bad condition. Most likely the improvements would be razed when the property is redeveloped. Prior to the sale of this property in July 2014, it had been on the market for 5-6 years, which is an indication that it may have been priced too high for the current demand. WCAD has assessed 216 North Gabriel Street at \$111,578 or \$3.77/SF.

Sale #2 is located at 300 North Gabriel Street (Lots 10-17, Block 10) and sold in December 2014, for \$120,500 or \$5.03/SF. Ms. Barbian with Keller Williams indicated that 300 Gabriel was originally listed at \$162,500 or \$6.78/SF, and later was reduced to \$123,000 or about \$5.03/SF for the 0.55 acres. The property is zoned general commercial. Prior to the sale, the property had been listed for sale for about 5-6 years. At the time of the sale, the residence was leased for \$700 per month. Ms. Barbian indicated the value is in the land and the residence would probably be razed when the property is eventually redeveloped. WCAD has assessed 300 North Gabriel Street at \$120,500 or \$5.03/SF. Since the residence was rented at the time of the sale, it appears there may be some interim value placed on the improvements, thus accounting for the slightly higher sales price of \$5.03/SF.

Sale #3 is located at 318 North Gabriel Street (Lots 18-20, Block 10) and sold in July 2015 for \$121,000 or \$13.42/SF. This property was originally listed at \$140,000 in October 2014. The property was in bankruptcy court at the time of the sale and the residence was leased for \$1,100 per month. WCAD has assessed this property at \$120,819 with \$89,004 or 74% of value in the improvements and 26% of the value at \$31,815 or \$3.54/SF in the land. It appears that the improvement is in better condition and contributes substantially to the whole property value when compared to Sale #1 and Sale #2. The 0.207-acre land size for this property is smaller than the land size of the other two sales. Typically smaller tracts sell for a higher price per unit, however; this property might have sold at a reduced price since it was in bankruptcy court at the time of sale. WCAD assessed the land at \$3.54/SF, which is similar to the "land only" value of Sales #1 and #2. In addition, the sales price is very similar for all three properties.

Sale #1 and #2 have land values ranging from \$3.65 to \$5.03/SF, and the WCAD assessed land value for Sale #3 is \$3.54/acre, indicating a close range in value. The most probable use for the 20-foot alley vacation will be assemblage with the adjoining property. Most weight is placed on Sale #1 at \$3.65/SF, since it adjoins the proposed 2,998.6 square foot alley vacation on both sides and sold recently. The maximum value of the proposed 20-foot alley vacation between North Gabriel Street and East Street can be determined by applying the full fee simple value of \$3.65/SF for the 2,998.6 square foot tract as follows:

$$2,998.6 \text{ SF} \times \$3.65/\text{SF} = \$10,945, \text{ rounded to } \$11,000$$

The proposed alley vacation is 20 feet by 149.92 feet. Due to its shape and small size, the proposed alley vacation has limited market demand and value to a prospective purchaser other than for assemblage with the adjoining lots on either side of the proposed alley vacation. In talking to appraisers, it is common practice in the real estate industry to reduce the value of alley vacations due to their limited marketability and development potential. In this scenario, a 50% reduction in value is acceptable. By applying the 50% reduction in value, the indicated value is as follows:

$\$11,000 \times 50\% = \$5,500$ for the 2,998.6 square foot alley vacation.

NOTES:

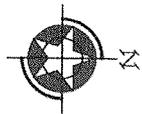
Fencing and a concrete firebox are located within the 20-foot wide alley.

Attachments

Sketch of Lots 1-5 and Lots 16-20, Block 11, Plat of Leander (Provided by Nelson)

Plat of Leander

MLS data sheets for Sales #1, #2 and #3



SCALE: 1" = 30'
 BEARINGS SHOWN HEREON ARE
 BASED ON THE TEXAS STATE
 PLANE COORDINATE SYSTEM,
 NAD 83

FLOODPLAIN NOTE:
 A CIRCULAR REVIEW OF THE FEDERAL
 EMERGENCY MANAGEMENT AGENCY MAP
 COMMUNITY PANEL NO. 4848-00455 E,
 DATED SEPTEMBER 26, 2008, SHOWS
 THAT THIS TRACT IS NOT WITHIN A
 FLOOD HAZARD AREA. THIS
 STATEMENT IS NOT MADE IN DEU OF A
 FEMA FLOOD CERTIFICATION.

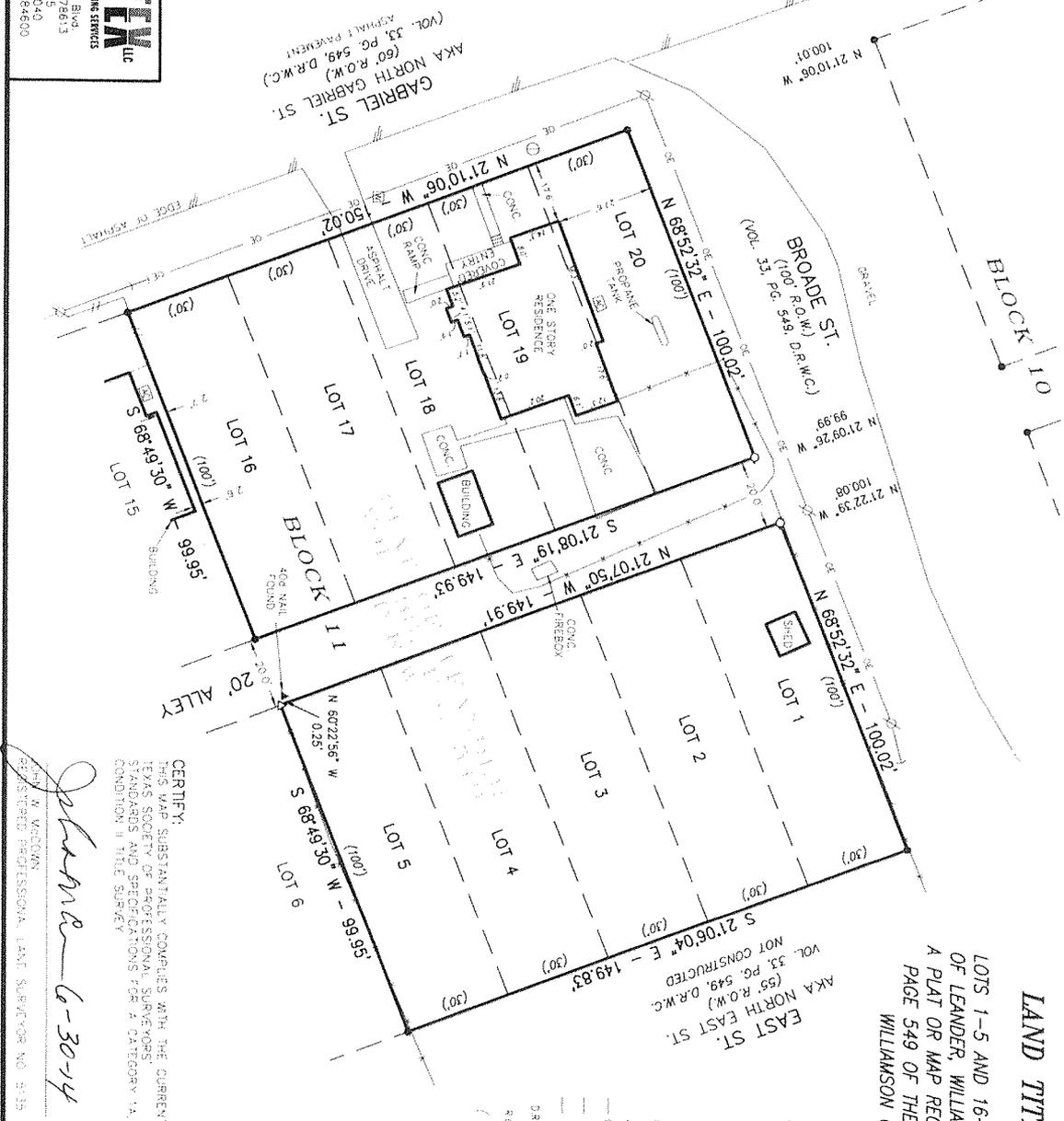
COMPLIANT FOR THE INSURANCE ISSUED BY:
 STEWART TITLE GUARANTY COMPANY
 C.E. NO. 02 FILE NO. 1468-14-00273
 EFFECTIVE DATE MAY 28, 2014
 ISSUED DATE JUNE 16, 2014

NO SURVEY RELATED ITEMS LISTED IN SCHEDULE B

DATE: 06/27/14
 DRAWN BY: J. PARKER
 CHECKED BY: J. MCCOY
 PROJ. NO.: 2014-0021
 FILE NAME: 2014-0021.DWG

SHEET: 1 OF 1

SURVEYOR
 PROFESSIONAL SURVEYING AND MAPPING SERVICES
 600 W. Whitestone Blvd.
 Cedar Park, Texas 78613
 (512) 249-8875
 Fax (512) 249-5940
 BPLS Firm No. 10084609



LAND TITLE SURVEY
 OF
 LOTS 1-5 AND 16-20, BLOCK 11, PLAT
 OF LEANDER, WILLAMSON COUNTY, TEXAS,
 A PLAT OR MAP RECORDED IN VOLUME 33,
 PAGE 549 OF THE DEED RECORDS OF
 WILLAMSON COUNTY, TEXAS

EAST ST.
 AKA NORTH EAST ST.
 (55' R.O.W.)
 (55' PG. 549, D.R.W.C.)
 VOL. NOT CONSTRUCTED

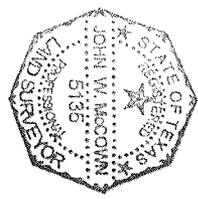
GABRIEL ST.
 AKA NORTH GABRIEL ST.
 (60' R.O.W.)
 (60' PG. 549, D.R.W.C.)
 APPLICANT'S FURNISHED

LEGEND

- UNLESS NOTED OTHERWISE
- 1/2" IRON ROD FOUND
- 1/2" IRON ROD WITH SURVEY PLASTIC CAP SET
- POWER POLE
- WATER UTILITY
- WASTEWATER (CLEANOUT)
- AIR CONDITIONING UNIT
- OVERHEAD ELECTRIC LINE
- WIRE FENCE
- WOOD FENCE
- DEED RECORDS OF WILLAMSON COUNTY, TEXAS
- ROW
- RIGHT-OF-WAY
- RECORD INFORMATION SEE PLAT

CERTIFY:
 THIS MAP SUBSTANTIALLY COMPLES WITH THE CURRENT
 TEXAS SOCIETY OF PROFESSIONAL SURVEYORS
 STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A,
 CONDITION II TITLE SURVEY

John W. McCovna
 JOHN W. MCCOVNA
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5135



Lavinia E. Evans acknowledged such instrument to be her own and deed, and declared that she had willingly signed the same for the purposes and considerations therein expressed and that she wished not to retract it.

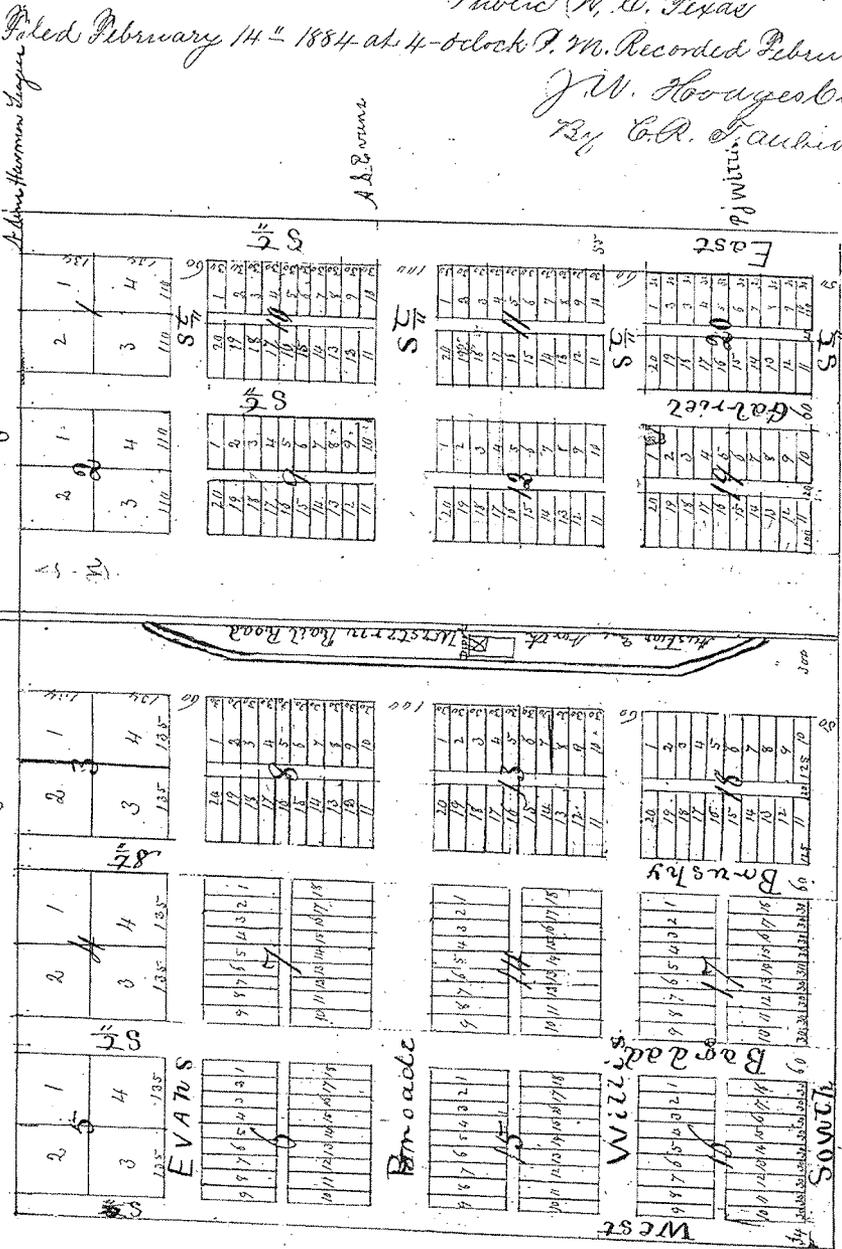
Given under my hand and seal of office this 16 day of June A.D. 1882.

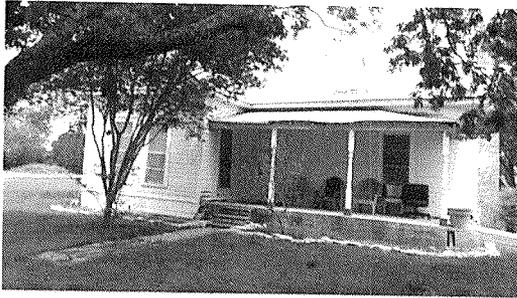
R. W. Lusk, J. P. and Ex. Officer, Notary Public, N. C. Texas

Filed February 14th 1884 at 4 o'clock P. M. Recorded February 16th 1884

J. W. Hoopes, Clerk U. S. By C. A. Faulkner Deputy

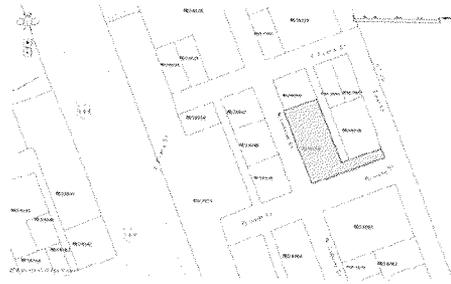
PLAT of LEANDER Part of the Elijah D Harmon League Williams, Co Texas





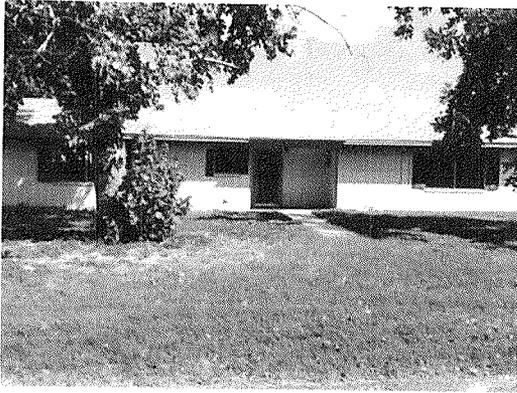
ML#: **2205337** Area: **CLN** Status: **S/CRE**
 Address: **216 N Gabriel ST** List Price: **\$152,000**
 City: **Leander, TX, 78641** County: **Williamson**
 PID: **17W334011000010004**
 Subdiv: **Leander**
 Map: **312 Y** Project:
 Legal: **Leander, Block 11, Lot 1-5 & 16-20, Acres .68**
 Type: **Site-Mixed Use**
 Bldgs: Bldg Clss: Seller Type:
 Stories: **1** ETJ: **No** Lse Expiry:
 Units: Elevator: Year Built: **1920/ Approximate**
 Offices: Renov Year:
 Parking: **10/5/On-Site Parking**

General Information			
Net Rnt Area:		\$/Unit:	Zoning: GC3C
Bldg Area: 1,200/		\$/Bldg SF: \$126.67	Multi Zoning: No
Land Area: 0.68/Acreage/Tax Record		\$/Land Area: \$223,529.41	Str Traffic:
Land Desc: Corner Lot			
Ttl A Sqft Bldg:		Disability:	ADA:
Ttl A Sqft Land: 29620		Waterfront: No	Wtr Access:
Ttl A Rent Spc:		Floor Loc:	
Additional Information			
Topography: Level			FEMA: No
View: No View			Endngrd: No
Flooring:			Restrict: Yes
Loading:		Interior Walls:	
S Restrict: None			
Utilities Information			
Heat: Central Heat/Owner		Sewer: City on Property/Owner	
A/C: Central Air/Owner		Water: City/Owner	
Utilities: Electricity on Property, Propane Available			Sep Meter: Yes
Financial Information			
Est Tax: \$2,875	Tax Year: 2013	Land Asm:	Op Data Yr: 2013
Act Tax: \$2,912	Tax Rate: 2.7103	Bldg Asmt:	Grss Op Inc:
Yrs On Lse:	Title: Negotiable	Ttl Asm: \$105,037	Op Expense:
Financing: Cash, Conventional, Lender Approval, See Agent			
Showing Information			
Show: Go, See Agent		Access: Key with Listing Agent	
Lockbox: None		Security:	Sign: Yes
Directions: From Austin, go north on Hwy 183 to RM2243 in Leander, turn right and cross RR tracks, turn left on Gab			
Ag Remarks: Property is on the right. No sign.			
Ag Remarks: House could be leased as commercial. Value is in the land's commercial potential. Call agent for more in			
Office Information			
List Agent: 600528/Carolyn Barbian	Agent Ph: (512) 965-5189	Sub Agent: \$0	
List Office: 5320/Keller Williams Realty	Off Ph: (512) 616-4000	Buyer Ag: 3.0%	
LA 2:	LA 2 Ph:	Bonus:	
Owner Name: Cherrie B Burke	Own Ph: 512-000-0000	List Date: 01/05/2014	
Ag Email: mustangrealtyteam@kw.com	Other Ph:	Exp Date:	
Intrmdry: Yes VarComm:	ADOM: 144	OLP: \$180,000	
Mtg Co: N/A	CDOM: 519		
Mtg Co Rep: N/A	Mtg Co Ph: 555-555-5555		
BA: 431855/Drew Marye	Sd Cond: Poor	Sold Date: 07/03/2014	
BO: 3107/The Marye Company	Ttl Points: 0	Pend Date: 05/29/2014	
Sd Terms: Conventional	BCCST: 0	Sold Price: \$108,000	
Sd Comm: N/A		New Loan: \$81,000	



ML#: **5325939** Area: **CLN** Status: **S/CRE**
 Address: **300 N Gabriel ST** List Price: **\$123,000**
 City: **Leander, TX, 78641** County: **Williamson**
 PID: **17W334010000100004**
 Subdiv: **Leander**
 Map: **312 Y** Project:
 Legal: **Leander, Block 10, Lot 10-17, Acres .55**
 Type: **Site-Mixed Use**
 Bldgs: Bldg Class: Seller Type: **Owner**
 Stories: **1** ETJ: **No** Lse Expiry:
 Units: Elevator: Year Built: **1930**
 Offices: Renov Year:
 Parking:

General Information			
Net Rnt Area:			
Bldg Area:	1,410/	\$/Unit:	Zoning: GC3C
Land Area:	0.55/Acreage/Tax Record	\$/Bldg SF: \$87.23	Multi Zoning: No
Land Desc:	Corner Lot, Fencing/Cross-Fencing, Improvements Leases Exist/Avail, Outbuildings		
Ttl A Sqft Bldg:		\$/Land Area: \$223,636.36	Str Traffic:
Ttl A Sqft Land:	23,958/Approximate	Disability:	ADA:
Ttl A Rent Spc:		Waterfront:	Wtr Access:
		Floor Loc:	
Additional Information			
Topography:	Level		
View:	No View	FEMA:	No
Flooring:		Endngrd:	No
Loading:		Restrict:	Yes
S Restrict:	None	Interior Walls:	
Utilities Information			
Heat:	Space Heater/Tenant	Sewer:	City on Property/Tenant
A/C:	Window Unit/Tenant	Water:	City/Tenant
Utilities:	Electricity on Property, Phone on Property, Propane Available		Sep Meter: Yes
Financial Information			
Est Tax:	\$3,109	Tax Year: 2013	Land Asm:
Act Tax:	\$3,122	Tax Rate: 2.7837	Bldg Asmt:
Yrs On Lse:		Title: Negotiable	Ttl Asm: \$111,683
Financing:	Cash, Conventional		Op Data Yr: 2014
			Grss Op Inc:
			Op Expense:
Showing Information			
Show:	Appt w/ Agent	Access:	See Agent
Lockbox:	None	Security:	
Directions:	From Austin, go north on Hwy 183 to Leander. At 2243, turn right and cross RR tracks, turn left on Gabriel. Property is on the right. No sign.		
Ag Remarks:	BRING YOUR INVESTORS attention to this property! Leander is "The Next Big Thing" so consider this prop currently leased for \$700/mo. for the future. Tenant would like to stay. Value is in the land, can be used residential or commercial. Great location for walking to the Metro Rail/Bus terminal, HEB Plus, restaurar services and future ACC campus.		
Office Information			
List Agent:	600528/Carolyn Barbian	Agent Ph:	(512) 965-5189
List Office:	5320/Keller Williams Realty	Off Ph:	(512) 616-4000
LA 2:		LA 2 Ph:	
Owner Name:	Cherrie B Burke	Own Ph:	
Ag Email:	mustangrealtyteam@kw.com	Other Ph:	
Intrmdry:	Yes	ADOM:	699
Mtg Co:	N/A	CDOM:	1,085
Mtg Co Rep:	N/A	Mtg Co Ph:	N/A
BA:	615585/Andrew Cipto	Sd Cond:	Poor
BO:	4731/Vox Real Estate, LLC	Ttl Points:	0
Sd Terms:	Conventional	BCCST:	1500
Sd Comm:			
		Sub Agent:	0.0%
		Buyer Ag:	3.0%
		Bonus:	
		List Date:	12/18/2012
		Exp Date:	
		OLP:	\$162,500
		Sold Date:	12/31/2014
		Pend Date:	11/20/2014
		Sold Price:	\$120,500
		New Loan:	\$96,400



MLS: **2666836** Area: **CLN** Status: **S/RES**
 Addrss: **318 N Gabriel ST** List Price: **\$140,000**
 City: **Leander, TX, 78641** County: **Williamson**
 PID: **17W334010000180004** Map: **87 C1**
 Subdiv: **Leander**
 Legal: **LEANDER, BLOCK 10, LOT 18-20**
 ISD: **Leander ISD**
 Elem A: **Bagdad** Elem B: **Bagdad**
 Mid/Int: **Leander Middle** Jr HS: **N/A**
 9/HS: **N/A** Sr HS: **Leander High**
 Type: **House/Fee-Simple** SQFT: **1,729/Tax Record**
 Beds: **3** M/O Bd: **3** \$/SF: **\$80.97**
 Baths: **2** F/H Bth: **2/0** Yr Built: **1960/Resale**
 Living: **1** Stories: **1** Dining: **1/Dining L**
 Acres: **0.207** Lnd SQ: Lot Size:
 Pool: **No** Spa:

General Information

Garage: **2/Attached**
 Disability: **No**
 Lot Desc:
 Roof: **Composition Shingle** Faces: FEMA: **Unknown**
 Construct: **3 Side Masonry** Bldr Nm: Foundation: **Slab**
 Mstr Main: **Yes /Walk-In Closet**
 Flooring: **Carpet, Vinyl Sheet** Fireplaces:
 App/Equip: **Built-In Oven(s)**
 Interior: **Indoor Utilities, Walk-In Closet**
 View: **No View**
 Sale Restrict: **Court Approval Required** Fore/REO: **No**

Utility Information

Heat: **Central Heat** Sewer: **City at Street**
 A/C: **Central Air** Water: **City**
 Utilities: **Electricity on Property**

Financial Information

HOA Name:
 HOA Fee: Est Tax: **\$3,394** Tax Year: **2013**
 Exempt: **None** Act Tax: Tax Rate: **2.7837**
 Financing: **Cash, Conventional** Possess:
 Pref Title:

Showing Information

Show: **Appt w/ Agent** Access: **See Agent**
 Lockbox: **None** Security: Sign:
 Directions: **N Gabriel, corner lot**
 Ag Remarks: **Offers must be approved by the United States Bankruptcy Court. House is leased for \$1100 per month, month to month lease. Tenant would like to stay in the house if possible.**

Office Information

List Agent: **278077/Mel Davis** Ag Phone: **(210) 633-2445** Ag Fax:
 List Office: **6568/Mel Davis** Off Phone: **(210) 633-2445** Sub Ag:
 List Ag 2: LA 2 Phone: Buy Ag: **3%**
 Own Name: **Oscar A & Rosa E Paredes** Bonus:
 Occupant: **Tenant** List Date: **10/20/2014**
 Ag Email: **kryhuff@yahoo.com** ADOM: **120** Exp Date:
 Intrmdry: VarComm: CDOM: **120** OLP: **\$140,000**
 BA: **546809/Mindy Maranto-Wegleitner** SSQFT: **\$69.98** Sold Price: **\$121,000**
 BO: **5147/Austin City Realty Sales** BCCST: **\$2,300** Sold Date: **07/09/2015**
 Terms: **USDA Eligible** SD Cond: **Good** Pend Date: **02/17/2015**
 Repairs: **\$1,863** New Loan: **\$123,469**

ATTACHMENT 3

Michael Nelson

5808 Lookout Mountain Dr.
Austin, TX 78731
512.784.3887
mnelson0@gmail.com

December 4, 2015

City of Leander Planning Department
104 N. Brushy St.
P.O. Box 319
Leander, TX 78646

To Whom It May Concern:

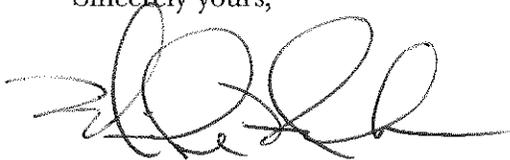
I am writing to request vacation of the platted alleyway at 216 N. Gabriel St. My wife and I hope to open a microbrewery on the property, and this would be a critical first step.

We envision the brewery as a neighborhood hub. Our ideas for development of the property include renovation of the existing house for use as a restaurant, construction of an accessory building to house the brewery, a large beer garden inclusive of a play area and kitchen garden, and on-site parking. For all of this to be possible, we will need full continuous use of the lot, whereas the right-of-way now cuts the usable area in two.

We believe our project will create a lasting benefit the local community through increased tax revenues, job creation, and community outreach. Furthermore, our proximity to the Transit Oriented Development will facilitate increased foot, bicycle, and light rail traffic. We hope that our independent, family-owned business will help define and drive future development in Old Town.

Thank you for your time and consideration.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Michael Nelson', with a stylized flourish at the end.

Michael Nelson

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, CLOSING, VACATING, AND ABANDONING A PORTION OF AN ALLEY RIGHT-OF-WAY LOCATED PERPENDICULAR TO BROADE STREET AND BETWEEN AND PARALLEL TO EAST STREET AND GABRIEL STREET, LOCATED IN BLOCK 11; OF THE PLAT OF LEANDER, WILLIAMSON COUNTY, TEXAS RECORDED IN VOLUME 33, PAGE 549, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; AUTHORIZING CONVEYANCE TO ABUTTING PROPERTY OWNERS IN PROPORTION TO ABUTTING OWNERSHIP; PROVIDING FINDINGS OF FACT; PROVIDING SEVERABILITY, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the alley right-of-way located on the property described in Section 2 (the “Alley”), is surplus and not necessary for use by the City, the general public, or the landowners adjacent thereto as an alley or street, except as otherwise provided herein;

WHEREAS, Chapt. 272, *Tex. Loc. Gov't Code*, authorizes political subdivisions to sell and convey rights-of-way and easements to abutting owners in proportion to abutting ownership at an appraised fair market value;

WHEREAS, a single individual owner owns the property abutting both sides of the Property; and

WHEREAS, the City and the owner accepted a valuation of the Property which establishes the fair market value of the above described Alley as being \$5,500.00;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, THAT:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are incorporated into this Ordinance as findings of fact by the City Council of Leander, Texas.

Section 2. The Alley. This ordinance applies to the following property: that certain tract being 2,998.6 acres, more or less, being a 20 foot wide alley abutting and located between Lots 1 through 5 and Lots 16-20 in Block 11 of the Plat of Leander, Williamson County, Texas, recorded in Volume 33, Page 549, of the Deed Records of Williamson County Texas, being more particularly shown and described in Exhibit A attached hereto and incorporated herein for all purposes (the “Alley”).

Section 3. Right-of-Way. The Alley is hereby permanently closed, vacated, terminated, and abandoned by the City and the general public.

Section 4. Consideration and Authorization to Execute Quitclaim Deed. The Mayor

and the City Secretary be and are hereby authorized, empowered, instructed and directed to execute a special warranty deed, in a form substantially similar to that set forth in Exhibit "B", conveying the rights and interests of the City in the Alley to the abutting property owner, in proportion to their ownership of the abutting property; provided that the purchase price to be paid for the Alley shall be \$5,500. Upon the payment of the purchase price, any surveying fees incurred by the City in surveying the Alley, and attorneys fees related to drafting and reviewing documents necessary to convey the Alley, and the execution of such deed, such deed shall be and become a valid and binding act and deed of the City of Leander, Texas.

Section 4. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 5. Effective Date. This ordinance shall take effect immediately from and after its passage.

Section 6. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

PASSED AND APPROVED on this _____ day of _____, 2016.

Attest:

THE CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

Christopher Fielder, Mayor

Exhibit “A”

Survey of the Alley

Exhibit "B"
Special Warranty Deed Form

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON § **KNOW ALL PERSONS BY THESE PRESENTS:**

That the **City of Leander, Texas**, a Texas municipal corporation, hereinafter called "**GRANTOR**," for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), together with other good and valuable consideration, to **GRANTOR** cash in hand paid by

_____ (insert name(s) of buyer), hereinafter called "**GRANTEE**", the receipt of which is hereby acknowledged, has **GRANTED, SOLD and CONVEYED**, and by these presents does **GRANT, SELL and CONVEY** unto the said **GRANTEE**, all that certain lot, tract or parcel of land known and described as follows:

PROPERTY: That certain tract being 2,998.6 acres, more or less, being a 20 foot wide alley abutting and located between Lots 1 through 5 and Lots 16-20 in Block 11 of the Plat of Leander, Williamson County, Texas, recorded in Volume 33, Page 549, of the Deed Records of Williamson County Texas, being more particularly shown and described in Exhibit A attached hereto and incorporated herein for all purposes

This conveyance is expressly made subject to the easements reserved in this instrument, and the restrictions, covenants and easements, if any, apparent on the ground, in use or existing of record in the office of the County Clerk of Williamson County, Texas, to which reference is here made for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said **GRANTEE**, the heirs, executors, successors and assigns forever, and **GRANTOR** does hereby bind its successors and assigns to **WARRANT AND FOREVER DEFEND**, all and singular, the said premises unto the said **GRANTEE**, the heirs, executors, successors and assigns, against every person whomsoever lawfully claiming or to claim the same by, through or under the City of Leander, Texas, but not otherwise.

This deed is subject to the drainage and public utility easements reserved in this instrument and all other easements, restrictions, covenants, conditions and other instruments of record.

EXECUTED at Leander, Williamson County, Texas, this the ___ day of _____ 2016.

Attest:

City of Leander, Texas

Debbie Haile, City Secretary

Christopher Fielder, Mayor

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Christopher Fielder, Mayor, of the City of Leander, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of ____ 2016.

Notary Public-State of Texas

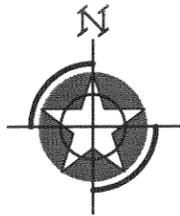
AFTER RECORDING PLEASE RETURN TO:

City of Leander
City Secretary
P.O. Box 319
Leander, Texas 78646-0319\

**EXHIBIT A to Special Warranty Deed
Survey of the Property**

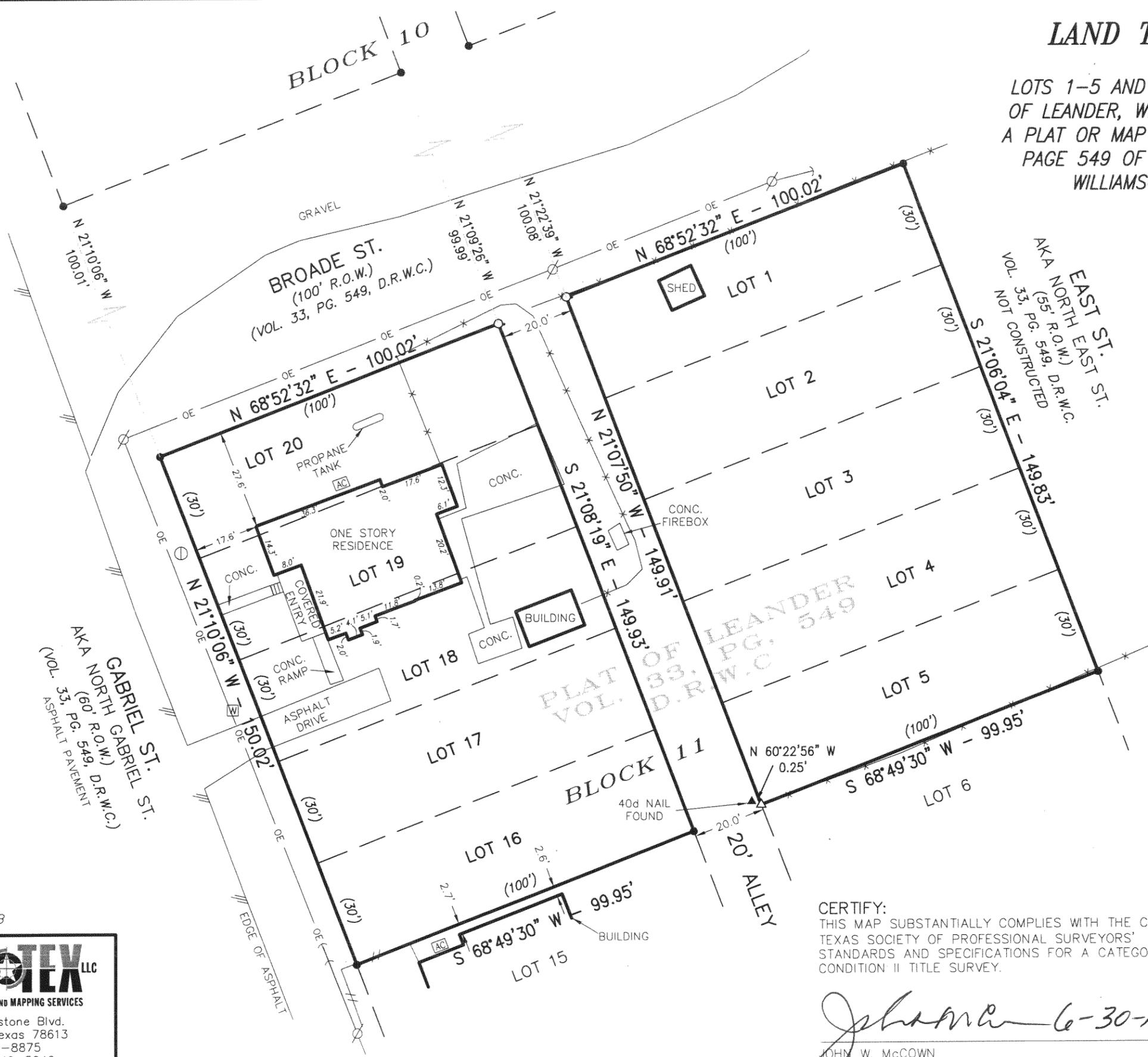
LAND TITLE SURVEY

OF
 LOTS 1-5 AND 16-20, BLOCK 11, PLAT
 OF LEANDER, WILLIAMSON COUNTY, TEXAS.
 A PLAT OR MAP RECORDED IN VOLUME 33,
 PAGE 549 OF THE DEED RECORDS OF
 WILLIAMSON COUNTY, TEXAS



SCALE: 1" = 30'

BEARINGS SHOWN HEREON ARE
 BASED ON THE TEXAS STATE
 PLANE COORDINATE SYSTEM,
 NAD '83



LEGEND

UNLESS NOTED OTHERWISE

- 1/2" IRON ROD FOUND
- 1/2" IRON ROD WITH SURVTEX PLASTIC CAP SET
- ⊙ POWER POLE
- ⊞ WATER METER
- ⊕ WASTEWATER CLEANOUT
- AC AIR CONDITIONING UNIT
- OE— OVERHEAD ELECTRIC LINE
- x— WIRE FENCE
- //— WOOD FENCE
- D.R.W.C. DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
- R.O.W. RIGHT-OF-WAY
- () RECORD INFORMATION PER PLAT

FLOODPLAIN NOTE:

A CURSORY REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAP COMMUNITY PANEL NO. 48491C0455 E, DATED SEPTEMBER 26, 2008, SHOWS THAT THIS TRACT IS NOT WITHIN A FLOOD HAZARD AREA. THIS STATEMENT IS NOT MADE IN LIEU OF A FEMA FLOOD CERTIFICATION.

COMMITMENT FOR TITLE INSURANCE ISSUED BY:
 STEWART TITLE GUARANTY COMPANY
 G.F. NO. OR FILE NO.: 14664-14-00273
 EFFECTIVE DATE: MAY 28, 2014
 ISSUED DATE: JUNE 16, 2014

NO SURVEY RELATED ITEMS LISTED IN SCHEDULE B

DATE: 06/27/14
 DRAWN BY: J. PARKER
 CHECKED BY: J. McCOWN
 PROJ. NO.: 2014-0021
 FILE NAME: 2014-0021.DWG



600 W. Whitestone Blvd.
 Cedar Park, Texas 78613
 (512) 249-8875
 Fax (512) 249-5040
 TBPLS Firm No. 10084600

SHEET: 1 OF 1

EXHIBIT A

CERTIFY:
 THIS MAP SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS' STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II TITLE SURVEY.

John W. McCown 6-30-14

JOHN W. McCOWN
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5135





Executive Summary

02/18/2016

Council Agenda Subject: A resolution agreement to solicit grant funding from the Criminal Justice Division (CJD) of the Governor’s Office for the Leander Police Department Crime Scene Equipment Project.

Background: Leander Police Department Crime Scene Equipment Project

At this time, the Leander Police Department has only one crime scene specialist that has been charged with the collection, processing, storage, and transportation of evidence. Items purchased for this project will help the Leander Police Department to provide service to its citizens more efficiently and effectively. In addition, this equipment will be used to help support surrounding law enforcement agencies that are in need of additional crime scene equipment and support.

Funding for this project will be used to purchase a Sirche ECV100-TR Evidence Collection Van package, which is specifically designed to handle the day to day collection and transportation of evidence. This package includes a Ford Transit 250 Van with custom interior configuration and is furnished with forensic evidence collection kits. The Leander Police Department will also be seeking additional funds to pay for the purchase and installation of lettering and striping graphics for this vehicle

If approved, the Leander Police Department will be able to submit a completed application to the Criminal Justice Division (CJD) of the Governor’s Office. If the grant is approved, the Leander Police Department will seek final approval from the city manager. The resolution also designates Mr. Kent Cagle, City Manager, as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

If we are unable to secure grant funding, the police department will submit these items for consideration during the next applicable budgetary process.

Origination: Greg Minton, Chief of Police

Financial Consideration: If approved, the funds received from the Justice Assistance Grant (JAG) Program will be used to purchase the Sirche ECV100-TR Evidence Collection Van package and lettering and striping graphics for this vehicle. The minimum request allowed under this grant is \$10,000 and there is no funding cap. There is no match requirement for the city under this program. If we are unable to secure grant funding, the police department will submit these items for consideration during the next applicable budgetary process.

Requested funds:

<u>Item</u>	<u>CJD Requested Amount</u>
1. ECV-100/TR Low Cost Evidence Collection Van Package	\$45,371.28
2. ECV-100/TR Option#5 1000 Watt Power Inverter	\$1,579.85
3. ECV-100/TR Option#6 LED Emergency Light Bar	\$1,940.25
4. Lettering and striping graphics for van	\$2,000.00

Total requested: \$50,891.38

Recommendation: Staff recommends the acceptance of the grant.

Attachments: Copy of proposed resolution; Copy of the JAG grant solicitation; Copy of the Sirche estimate; Product specification document for the Model ECV100-TR Evidence Collection Van Package

Prepared by: Lt. Billy Fletcher, Criminal Investigations Division

WHEREAS, The Leander City Council finds it in the best interest of the citizens of Leander that the Leander Police Department Crime Scene Equipment Project be funded during the 2016-2017 fiscal year; and

WHEREAS, the Leander City Council agrees to provide matching funds, if applicable, for the said project as required by the Criminal Justice Division (CJD) of the Governor's Office grant application; and

WHEREAS, the Leander City Council agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City of Leander assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, the Leander City Council designates Mr. Kent Cagle, City Manager, as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Leander City Council approves submission of the grant application for the Leander Police Department Crime Scene Equipment Project to the Office of the Governor, Criminal Justice Division.

Signed by: _____

Approved this _____ (Day) of _____ (Month), _____ (Year)

Grant Number: 3010601



ECV100

SIRCHIE's "No Frills" Evidence Collection Vehicle, has all the equipment necessary to handle the day to day processing of crime scene evidence collection. Aluminum shelving uprights and adjustable, lightweight, non-porous, composite shelves, can hold up to 250 pounds and eliminate the possibilities of corrosion and evidential contamination. Report writing desk with portable stool included.



2015 Ford Transit Shown

Available Options:

- Vinyl Graphics Package
- Extended Roof
- 1,000 Watt Power Inverter
- On-Board Battery Charger
- Emergency Light Bar
- Siren & Speaker
- TMX-100 Forensic Light Package.



View from cab.



View from side door.



Available with extended height roof.



Available with 1,000 Watt (minimum) 115VAC Power Inverter.

THE ECV100 INCLUDES THE FOLLOWING FORENSIC KITS:

- Professional Sketch Kit
- Rechargeable Evidence Vacuum
- Hand Held Metal Detector
- Recovery Magnet & 100 ft. Rope
- Anti-Putrefaction Mask Kit
- MegaMaxx™ Alternate Light System
- Theft Detection Ultra Violet Kit
- Latent Print Kit
- Evidence Packaging Kit
- (5) Primer Residue Collection Kits
- Cyanowand™ Cyanoacrylate Fuming Kit
- Master Shake-N-Cast Impression Kit
- Texture Lift Mikrosil Casting Kit
- Master Blood Test Kit
- Seminal Fluid Test Kit
- (3) DNA Evidence Collection Kits
- Master Narcotics Analysis Kit
- Photo Documentation Kit
- Barrier Tape Dispenser
- Barrier Tape 1,000 ft.
- Extension Cord Reel 100 ft.



Also available: SPAR500 with walk-in body.



About GSA...

A GSA Contract price is pre-negotiated with the Federal government. Under the Co-Operative Purchase Program, these vehicles can be purchased by any State, County, or Municipal agency at the same pre-negotiated price eliminating the bid process. Contact Sirchie at 800-545-7375 or vehicles@sirchie.com.

Illustrations and descriptions are subject to change—some equipment shown is optional



Office of the Governor

Criminal Justice Division

Funding Announcement:

Justice Assistance Grant (JAG) Program

December 30, 2015

Opportunity Snapshot

Below is a high-level overview of many of the elements of this opportunity. Full information is provided in the funding announcement that follows.

Purpose

The purpose of this announcement is to solicit applications for projects that promote public safety, reduce crime, and improve the criminal justice system.

Justice Assistance Grant (JAG) Program. Funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas as:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug enforcement programs
- Planning, evaluation, and technology improvement programs

Funds Available

It is anticipated that up to \$12M may be funded under this announcement.

Process

Applicants will respond to this funding announcement by completing an application in eGrants <https://eGrants@gov.texas.gov>.

Budget

The minimum allowed under this program is \$10,000 and there is no funding cap.

Match

There is no match requirement under this program.

Project Periods

A project funded may not exceed a 12-month period.

Organizational Eligibility

Applications may be submitted by state agencies, units of local government, independent school districts, senior universities, judicial districts, Native American tribes, and community supervision and corrections departments.

Contact Information

If additional information is needed, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

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Justice Assistance Grant Program

The goal of the Governor’s Criminal Justice Division (CJD) is to provide needed funding to improve public safety and support victims of crime by filling system gaps and promoting innovative solutions to common problems. CJD is accepting applications for projects that reduce crime and improve the criminal justice system.

If you are interested in applying for a grant under this program, follow the four-step process outlined below.

- **Step One - Review the Process:** Get familiar with the funding announcement and the process used for this particular program.
- **Step Two - Consider the Requirements:** Consider the eligibility requirements as well as what will be required of successful applicants.
- **Step Three - Apply in eGrants.** Compile and submit your grant application. To understand how to apply online or to register for the system go to <https://eGrants@gov.texas.gov>.
- **Step Four – Funding Decisions and Grant Acceptance.** Await the funding decision, which is provided through a grant award or other notice from CJD. If you receive an award, complete the acceptance process to access funds.

Step 1: Review the Process

Timeline

Action	Date
Funding Announcement Release	December 21, 2015
Online System Opening Date	December 30, 2015
Final Date to Submit an Application	February 26, 2016 at 5PM CST
Earliest Start Date	October 1, 2016
Latest Start Date	December 1, 2016

Submission Method

Applicants must submit applications through via eGrants ([eGrants.gov.texas.gov](https://eGrants@gov.texas.gov)) by the deadline listed above.

Step 2: Consider the Requirements

Organizational Eligibility

Applications may be submitted by state agencies, units of local government, independent school districts, senior universities, judicial districts, Native American tribes, and community supervision and corrections departments.

Funding and Project Period Limits

Funding Limits. The minimum award under this program is \$10,000.

Project Period. Grant-funded projects must begin on or after October 1, 2016 may not exceed a 12-month grant period. Grant-funded equipment only projects are generally awarded for a six-month grant period. CJD will consider any other proposed changes to the start or end dates on a case-by-case basis.

Available Funding. It is anticipated that up to \$12 million may be funded under this announcement.

Source of Funding. Federal funds are authorized under the Edward Byrne Memorial Justice Assistance Grant Program (JAG), 42 U.S.C. 3751(a). JAG funds are made available through a Congressional appropriation to the United States Department of Justice. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

Match Requirement

There is no match requirement under this program.

Eligible Costs and Activities

JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems.

Ineligible Costs and Activities

Grant funds may not be used to support the following services, activities, and costs:

1. supplanting or use of grant funds to replace any other existing federal, state or local funds
2. inherently religious activities such as prayer, worship, religious instruction, or proselytization
3. lobbying
4. fundraising;
5. membership dues for individuals;
6. promotional gifts;
7. construction, renovation, or remodeling;
8. medical services;
9. any other prohibition imposed by federal, state or local law or regulation;

CJD Funding Announcement: Justice Assistance Grant Program

10. Entertainment, including amusement, diversion, social activities, and any associated costs (i.e. tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) unless there is a clear programmatic purpose and the costs are approved in advance by CJD;
11. Body-Worn Cameras
12. any portion of the salary of, or any other compensation for an elected or appointed government official
13. non-law enforcement vehicles or equipment for government agencies that are for general agency use
14. transportation, lodging, per diem or any related costs for participants, when grant funds are used to develop and conduct training
15. equipment, supplies, and processing DNA evidence
16. research or statistical projects or activities
17. security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety
18. law enforcement equipment that is standard department issue including uniforms, safety vest, shields, weapons, tracked armored vehicles, grenade launchers, bayonets, camouflage uniforms and ammunition; and
19. purchase of any controlled item listed at: www.bja.gov/Funding/JAGControlledPurchaseList.pdf

Reporting Requirements

Financial and Progress Reports. At the end of each quarter of state fiscal year during the one-year grant period, grantees will be required to submit a financial status report via eGrants and a progress report via <https://cjd.tamu.edu/> in the format required by CJD.

Note: To fulfill its responsibilities under the Government Performance and Results Act of 1993 (GPRA), Public Law 103-62, and the GPRA Modernization Act of 2010, Public Law 111-352, applicants that receive funding under this solicitation must provide data that measure the results of their work done under this solicitation.

For reference, the accountability measures can be found at: www.bjaperformancetools.org/help/JAGMeasuresQuestionnaire.pdf.

Program-Specific Requirements

Projects must focus on reducing crime and improving the criminal justice system.

Program Areas. JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas as:

- Law enforcement programs.
- Prosecution and court programs.

CJD Funding Announcement: Justice Assistance Grant Program

- Prevention and education programs.
- Corrections and community corrections programs.
- Drug enforcement programs.
- Planning, evaluation, and technology improvement programs.

Program Income. Applicant must agree to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant must also agree to report program income to CJD through a formal grant adjustment, to secure CJD approval prior to use of the program income, to use program income only for allowable costs, and to expend program income immediately after CJD's approval of a grant adjustment and prior to requesting reimbursement of CJD funds. For the purposes of this program, the deduction method applies. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Standard CJD Requirements

CJD Regulations. Grantees must comply with the standards applicable to this funding source cited in the Texas Administrative Code (1 TAC Chapter 3), and all statutes, requirements, and guidelines applicable to this funding.

Uniform Crime Reports. Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety for inclusion in the annual Uniform Crime Report (UCR) and must have been current for the three previous years.

Criminal History Reporting. The county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2010 through 2014.

Immigration and Customs Enforcement Requests. If the applicant organization is a sheriff's department or the project is providing direct resources to or is being implemented by a sheriff's department, the following certification applies. "I certify that the applicant sheriff's department (department) participates fully, and will continue throughout the grant period to participate fully, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security (DHS) to (1) notify DHS of all information requested by DHS related to illegal aliens in the custody of the department, and (2) detain such aliens in accordance with requests by DHS. I further certify that the department has no policy, procedure, or agreement that limits or restricts the department's full participation in all aspects of the programs and procedures utilized by DHS to (1) notify DHS of all information requested by DHS related to illegal aliens in the custody of the department, and (2) detain such aliens in accordance with requests by DHS. I agree that failure to comply with this certification will result in CJD terminating the grant and the department shall return all funds received to CJD. Additionally, I agree that the department will remain ineligible for future CJD funding until it can provide satisfactory evidence that the jurisdiction has been in compliance with this requirement for a period of at least one year."

Step 3: Apply via eGrants

Basics

To apply to CJD for these grants, you must complete or make sure you have already completed some standard requirements. All of the following are needed to apply within eGrants:

- Applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <http://fedgov.dnb.com/webform/displayHomePage.do>).
- Applicants must be registered in the federal System for Award Management (SAM) database located at <https://www.sam.gov/> and maintain an active registration throughout the grant period.
- Applicants must have or register for an account in eGrants eGrants@gov.texas.gov.

Program-Specific Questions

The eGrants system will provide additional information about the requirements of applying and contents of the application. Answer these questions in Section 1, Project-Specific Questions under the Narrative tab. Following are some key aspects:

Direct JAG Grants. Where requested, indicate whether the applicant organization applied for a JAG grant directly from the Bureau of Justice Assistance and if so the amount requested or received.

Sustainment. Applicant must be able to provide the number of years that are planned to request for continuation funding, a longer term sustainment plan or why a plan is not possible.

Project Narrative

Within eGrants, applicants will complete several narrative fields. Below is each area along with specific instructions on the minimum requirements.

Project Abstract. Provide a brief summary of the proposed project. Do not share new information here that you do not include in the questions below. This abstract is a description of your project and intended for the public and policy makers. Be sure that the summary is easy to understand by a person not familiar with your project. (Limit to 1500 characters.)

Problem Statement. Provide a description of the nature and scope of the problem that this project will address. This must be a statement of the core, underlying problem. A lack of resources is not, in and of itself, a problem.

Supporting Data. Provide supporting data, including baseline statistics and the sources of your data, to provide evidence that the problem exists, its size and scope, and its effects on the target population. Do not use statewide data for a local problem or national data for a statewide problem.

Project Approach & Activities. Provide the core information needed to understand the methodologies, approaches, and activities to be employed by the project. A reader should also be able to understand how the approach ties to solving the stated problem.

Capacity & Capabilities. Describe the applicant organization's background as well as organizational and staff capabilities and qualifications to carry out this specific project using the methods provided above.

Performance Management. Provide an understanding of how the applicant organization will measure success for this project. What are the project's goals and objectives and what are the project's performance measures, both output and outcome? How do these goals, objectives, and measures tie to the problem that the project seeks to solve? What is the current baseline information for these measures as well as the goals for the project period?

- **Goals** are broad statements that indicate the general intentions of the project to achieve some outcome. They do need to be measurable in and of themselves and may be abstract in nature.
- **Objectives** are clear, tangible, and specific statements of what the project is trying to achieve. Objectives should be expressed in the following form: To [reduce/increase/enhance/etc.] [something], by [x amount], by [dd/mm/yy date]. A project can have multiple objectives.
- **Measures** use data to provide verifiable, numeric information that tie to one or more objectives and indicate progress toward its achievement. Measures might include volume, time savings, cost savings, resource savings, success rates, conformance rates, timeliness, perception shifts, or other factors. (The most relevant and impactful project-specific measures must be included under the Measures tab in eGrants.)

Data Management. Provide an understanding of how the applicant organization plans to track and maintain the data needed to determine whether the project is meeting the goals, objectives, and measures stated above.

Target Group. Describe the population that this project plans to help or support. For direct service projects, describe the size and basic demographics for the people served. For other projects, describe the specific geographic and demographic populations to be impacted, affected, or helped by this project. Be specific and use supporting data.

Evidence-Based Practices. Describe the research or evidence that led the applicant organization to select the methods described above. Wherever possible, provide at least one citation or link to a supportive evaluation or research study. If the project approach and activities described above are not based on existing evidence, describe why the applicant organization believes the method to be promising.

Step 4: Funding Decisions and Grant Acceptance

Selection Criteria

Local projects. For local projects, the appropriate Criminal Justice Advisory Committee sponsored by a regional council of governments (COG) will consider each application based on regional priorities and eligibility or other criteria established by CJD and provide a ranked list of applications to CJD. The COG may contact applicants to negotiate funding amounts or manage other questions or issues. CJD will use the recommendations of the CJAC as transmitted from the COG as a primary decision making factor.

Statewide projects. The CJD executive director will assign a group to review all applications for quality, capability, and reasonableness of budget and to assign scores to applications. These scores will be a significant decision making factor.

Overall. CJD will review all applications for quality, capability, and past performance and may consider other factors in determining which programs to fund such as (but not limited to) geographic distribution, fairness among different sizes of population areas, need based on crime rate or other similar factors, including economic factors. If the interest in grant funds exceeds available funding, CJD may not fund all applications or may only award part of the amount requested.

Announcements

After CJD makes final funding decisions, each applicant will receive either an unfunded notice or a preliminary decision notification or final grant award. The award will provide all of the conditions and requirements of the grant. Release of final grant awards are always contingent on CJD's receipt of the federal grant award under which the program is funded and CJD cannot release or guarantee funding to any applicant until that award is received and acceptance is processed and a determination is made that adequate funding is available.

About CJD

Our mission at the Criminal Justice Division is to direct much needed resources to those who are committed to making Texas a safer place and those who help victims of crime to recover and feel safe again. In carrying out this mission, we are committed to helping our grantees by actively finding ways for them to accomplish their goals and by making sure that we always have our eye to identifying the approaches that work best. We envision positive and beneficial working relationships with our grantees where we provide as much assistance as is needed and where we are always ready with answers, not burdensome restrictions or requirements.

CJD is providing over \$250 million in funding to hundreds of organizations during state fiscal year 2016 for juvenile justice, delinquency prevention, victims services, law enforcement, prosecution, courts, specialty courts, prevention of child sex trafficking, and other types of projects to benefit Texans.



- Evidence Collection Vehicles
- Surveillance Vehicles
- Prisoner Transport Vehicles
- Mobile Command Centers
- SWAT Vehicles
- Bomb Response Vehicle
- Raid / Rapid Deployment
- DUI Enforcement Vehicles
- Cyber Crimes Vehicles

January 21, 2016

Leander Police Department
705 Leander Drive
Leander, TX 78641

Attn: Vonda Samford

Dear Ms. Samford:

Pursuant to your request, I am pleased to provide the following quotation for our Model ECV100-TR, Evidence Collection Van. The ECV100-TR was developed to provide a functional, basic Evidence Collection Vehicle at a reasonable price. Containing the essential tools to process almost any crime scene as well as a durable interior with a processing desk, its basic design does not limit its capabilities.

The ECV100-TR is included on our GSA Contract Number GS-07F-9464G. The GSA Contract is a negotiated contract with the Federal Government that guarantees that they will receive the lowest price for our vehicles as a "most favored customer". The Federal Government has now extended this program to State, County and Municipal agencies so they too can simplify purchasing by eliminating the bid process while still being assured they are receiving the best available pricing.

The GSA cost of the Model ECV100-TR, complete as outlined in the supplied specifications is:

SIN 426-4N
Model ECV100-TR..... \$ 45,371.28

F. O. B. Medford, New Jersey

As with any Sirchie Evidence Collection Vehicle, the recommended crime scene processing equipment list can be modified/tailored to meet individual department requirements. Optional features are also available that can be added to further augment the vehicle's capabilities. Should you wish to make any modifications to the standard package, a revised quote will be provided. This quote is valid for the next 180 days.

SIRCHIE ACQUISITION COMPANY, LLC
dba SIRCHIE FINGER PRINT LABORATORIES

612 Gravelly Hollow Road - Medford, NJ 08055
Phone: (609) 654-0777 - Fax: (609) 654-7869 - Toll Free: (800) 545-7375
www.sirchie.com - vehicles@sirchie.com



- *Evidence Collection Vehicles*
- *Surveillance Vehicles*
- *Prisoner Transport Vehicles*
- *Mobile Command Centers*
- *SWAT Vehicles*
- *Bomb Response Vehicle*
- *Raid / Rapid Deployment*
- *DUI Enforcement Vehicles*
- *Cyber Crimes Vehicles*

I hope the enclosed materials provide the information you require. Should you however have any questions or if I can be of any assistance, don't hesitate to contact me directly.

Sincerely yours,

SIRCHIE FINGER PRINT LABORATORIES

Kathy Woytowich
Sales Coordinator
Vehicle Division

SIRCHIE ACQUISITION COMPANY, LLC
dba SIRCHIE FINGER PRINT LABORATORIES

612 Gravelly Hollow Road - Medford, NJ 08055
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www.sirchie.com - vehicles@sirchie.com



Executive Summary
February 18, 2016

Agenda Subject: Consider an Ordinance ordering and establishing procedures for the May 7, 2016 General Election

Background: On May 7, 2016 a General Election will be held for City Council Place 1, Place 3, and Place 5 to serve a term of three (3) years each. The City will be contracting with Williamson County to serve as the Elections Administrators. This Ordinance will establish the procedures and provide for notice of the election.

Origination: Debbie Haile TRMC, City Secretary

Recommendation: Staff recommends Council approval of this Ordinance.

Attachments: Ordinance

Prepared by: Debbie Haile TRMC, City Secretary

ORDINANCE NO.

AN ORDINANCE ORDERING AND ESTABLISHING PROCEDURES FOR THE 2016 GENERAL ELECTION IN THE CITY OF LEANDER TO ELECT COUNCILMEMBERS FOR PLACE 1, PLACE 3, AND PLACE 5; PROVIDING FOR NOTICE OF THE ELECTION; PROVIDING ELECTION PRECINCT AND POLLING PLACES; PROVIDING FOR EARLY VOTING; PROVIDING AN EFFECTIVE DATE AND OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, on May 7, there shall be elected the following officials for this City: Councilmember Place 1; Councilmember Place 3; and Councilmember Place 5.

WHEREAS, the Texas Election Code is applicable to said election and this ordinance establishes procedures consistent with the Code, and designates the voting place for the election;

WHEREAS, the City of Leander lies within the boundaries of Williamson and Travis Counties;

WHEREAS, the City of Leander, Texas (hereinafter the "City") approves and agrees to conducting the City General Election jointly with other political subdivisions in Williamson and Travis Counties in accordance with *Tex. Elec. Code, Chapter 271*; and

WHEREAS, the City is making provision to contract with the Williamson County Elections Administrator to conduct the City's election for Williamson County voters and Travis County voters, pursuant to *Chapter 31, Tex. Elec. Code, and Chapter 791, Tex. Gov't Code* (the "Election Services Contracts");

NOW, THEREFORE, BE IT ORDAINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS:

Section 1. General Election. The General Election of the City shall be held on Saturday, May 7, 2016 to elect Councilmembers from the city at large for Place 1, Place 3, and Place 5 to serve a term of three (3) years each. Candidates for the above offices shall file their application with the City Secretary of the City, at City Hall, 200 W. Willis, Leander, Texas, between 8:00 a.m. on January 20, 2016 and 5:00 p.m. on February 19, 2016 excluding weekends and holidays. All applications for candidacy shall be on a form as prescribed by the *Tex. Elec. Code*. The order in which the names of the candidates for each office are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary. The drawing will be held at 8:30 am on February 23, 2016 in the City Secretary's Office, at City Hall, 200 West Willis, Leander, Texas.

Section 2. Ballots. The ballots used for the general election shall comply with the *Texas Election Code* and be in the form provided by the City to the Williamson County Elections Administrator for use on the respective voting devices used by each such jurisdiction.

Section 3. Printed Materials. The official ballots, together with such other election materials as are required by the *Tex. Elec. Code*, as amended, shall be printed in both the English and Spanish languages and shall contain such provisions, markings and language as required by law.

Section 4. Notice of Election. Notice of the election shall be given in the manner as provided in the *Tex. Elec. Code* and the *City Charter*. A notice containing a substantial copy of this ordinance shall be posted on the bulletin board used for posting notice of meetings of the governing body at City Hall and at the aforesaid polling place not later than the twenty-first (21st) day before the election, and by publishing said Notice of Election at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in an English and Spanish newspaper in general circulation in the City.

Section 5. Conduct of Election. The Williamson County Elections Administrator and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election for the portion of the City in Williamson County and the portion of the City in Travis County pursuant to the contract for election services between the City of Leander and Williamson County. The election shall be held and conducted in compliance with state law and the Election Services Contracts.

Section 6. Joint Election. The City agrees to conduct a joint election with other political subdivisions within Williamson County., provided that such political subdivisions hold an election on May 7, 2016 in all or part of the same territory as the City (the "Political Subdivisions"). The joint election for Political Subdivisions in Williamson County will be conducted in accordance with state law, this ordinance, and the respective Election Services Contract.

Section 7. Election Precincts and Election Day Polling Places. The election precincts in the City located in Williamson County and Travis County shall be the election precincts established by Williamson County, provided that each shall contain and include geographic area that is within the City. The polling place for each election precinct shall be the polling place established by Williamson County as appropriate. The polls shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns will be provided by precinct and the Williamson County Elections Administrator shall tabulate and provide the election returns for votes cast by Williamson County and Travis County voters.

Section 8. Early Voting. Early voting, both by personal appearance and by mail, will be conducted by the Williamson County Elections Administrator for both Williamson County and Travis County, and is hereby designated and appointed as an Early Voting Clerk for the general election for City residents residing in Williamson County and Travis County in accordance with the *Texas Election Code*.

Early voting shall commence on Monday, April 25, 2016, and continue through Tuesday, May 3, 2016 and early voting polls shall remain open for the time specified by the *Texas Election Code*. Early voting for City residents residing in Williamson County and Travis County shall also be held at any time and location authorized by the Williamson County Elections Administrator.

Section 9. Election Judges and Clerks. The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Williamson County in compliance with the

requirements of state law, and are hereby designated and appointed election officers for the holding of said election. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law.

Section 10. City Secretary Assistance. The City Secretary is hereby authorized and instructed to aide the Williamson County Elections Administrator in the acquisition and furnishing of all election supplies and materials necessary to conduct the election. The City Secretary is further authorized to assist with the giving of notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Texas Election Code*; provided that, pursuant to the respective Election Services Contract between the City and the Williamson County Elections Administrator, the Williamson County Elections Administrators shall have the duty and be responsible for organizing and conducting the election in compliance with the *Texas Election Code*; and for providing all services specified to be provided in the respective Election Services Contracts.

Section 11. General. The general election shall be held and conducted by the Williamson County Elections Administrators in compliance with the *Tex. Elec. Code* and, to the extent not inconsistent therewith, the *City Charter*, and only resident qualified voters of the City shall be eligible to vote at the election. The Elections Administrator is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct said election. Returns of the election shall be made known as soon as possible after the closing of the polls; and the election returns shall be canvassed by the City Council not earlier than May 10, 2016, nor later than May 18, 2016.

Section 12. Effective Date; Election Code. This ordinance shall be in full force and effect from and after its passage on the date shown below; provided that if any term or provision of this Ordinance conflicts with, or is inconsistent with, the Texas Elections Code, the Texas Election Code shall govern and control and the Williamson County Elections Administrator shall comply with the Texas Elections Code.

Section 13. Open Meetings. It is officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required *Chapt. 551, Tex. Gov't. Code*.

PASSED, ADOPTED AND APPROVED on this the 18th day of February, 2016.

CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

Attest:

Debbie Haile, TRMC, City Secretary



**Executive Summary
February 18, 2016**

Agenda Subject: Ordinance Calling a Bond Election.

Background: The Bond Task Force recently completed its review of potential bond projects. Originally, city staff advised the task force members that the City’s “debt capacity” over the next five years was approximately \$55 million (while leaving room for an additional \$10 million for Certificates of Obligation already planned.) This estimate was made by our Financial Advisor, First Southwest, last summer. Since then, that analysis has been updated and our Financial Advisor estimates the City’s debt capacity over the next six years to be approximately \$87 million. After several meetings and good discussion, the committee recommended a total of \$70,927,644 with the following allocation:

Proposition:	
Transportation	\$22,468,244
Parks & Park Improvements	\$26,274,000
Senior Center	\$ 4,185,400
Recreation Center	<u>\$18,000,000</u>
Total	<u>\$70,927,644</u>

Origination: Bond Task Force

Financial Consideration: The financial analysis is based upon certain assumptions of future tax base growth and a maximum debt service tax rate that would not exceed \$0.255 per \$100 valuation. In addition, City staff has assumed that the combined tax rate (both operating and debt) would not increase from its current rate of \$0.63292.

Recommendation: Approve Ordinance

Attachments: Bond Task Force Project Ranking

Prepared by: Robert G. Powers, Finance Director

ORDINANCE NO. __-__-__

AN ORDINANCE CALLING A BOND ELECTION TO BE HELD WITHIN THE CITY OF LEANDER, TEXAS, MAKING PROVISION FOR THE CONDUCT AND GIVING NOTICE OF SAID ELECTION, AND CONTAINING OTHER PROVISIONS NECESSARY AND INCIDENTAL TO THE PURPOSES HEREOF

WHEREAS, the City Council of the City of Leander, Texas, hereby finds that an election should be held to determine whether said governing body shall be authorized to issue bonds of said City in the amount and for the purposes hereinafter identified; and

WHEREAS, the City Council (the "Council ") of the City of Leander, Texas (the "City") has heretofore found that the funding and construction of certain improvements within the City is in the public interest; and

WHEREAS, the Council has made provision for the conduct of the City bond election to be conducted jointly with other political subdivisions in the area under the authority of Texas Election Code Chapter 271; and

WHEREAS, the City, and the Williamson County Elections Administrator, have authority pursuant to Chapter 31, Subchapter D, of the Texas Election Code and Chapter 791 of the Texas Government Code to enter into an agreement for the Williamson County Elections Administrator, to conduct the City's elections; and

WHEREAS, the City Council hereby finds that it is in the public interest that the City special bond election be conducted as provided for by the City Council;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS:

Section 1. Call of Election; Date; Eligible Electors; and Hours. A special bond election (the "Election") shall be held on Saturday, May 7, 2016, which is seventy-eight (78) or more days from the date of the adoption of this ordinance (the "Ordinance") within and throughout the territory of the City at which all resident, qualified electors of the City shall be entitled to vote. The Council hereby finds that holding the Election on such date is in the public interest. The hours during which the polling places are to be open at the Election shall be from 7:00 o'clock a.m. to 7:00 o'clock p.m.

Section 2. Conduct of Election. The Election shall be conducted by election officers of Williamson County, in accordance with the Texas Election Code, Chapter 1251, Texas Government Code, and the Constitution and laws of the State of Texas and the United States of America. The Williamson County Election Administrator will conduct the election for the City and include the City's registered voters in Williamson County and Travis County. The early voting and election day polling locations shall all be located within Williamson County and serve the City's registered voters for Williamson County and Travis County. Electronic voting systems, as

defined and described in Title 8 of the Texas Election Code, shall be utilized for the Election. Optical scan ballots will be used for early voting by mail. Paper ballots will be used for provisional voting. For early voting and election day voting ES&S iVotronic DRE voting systems will be used.

Pursuant to Chapter 31 of the Texas Election Code, the Council finds that this Election will be conducted under the terms and conditions of a contract for election services between the City and Williamson County (the "County") which is attached as Exhibit "A" to this Ordinance, and hereby incorporated by reference as if fully set out in the body of this Ordinance.

Chapter 271 of the Texas Election Code provides that the authorities of two or more political subdivisions that have ordered elections for the same day in all or part of the same territory, may enter into an agreement to hold the elections jointly in election precincts that can be served by common polling places, and the Council is expressly authorizing this action. Pursuant to Chapter 271 of the Texas Election Code, the Council hereby finds that this Election be conducted under the terms and conditions of one or more agreements to conduct joint elections which agreement(s) are also included in Exhibit "A" to this Ordinance.

Section 3. Voting Precincts; Polling Places; Election Judges, Alternates, Clerks and other Election Officials. Except as otherwise provided herein, the presently existing boundaries and territory of the election precincts of Williamson County that are wholly or partially within the territorial boundaries of the City are hereby designated as the voting precincts for the Election. The precinct numbers for the City's election precincts shall be the corresponding precinct number of each precinct as designated by the Williamson County Election Administrator. The election day polling places for the Election for each of the respective precincts in both counties will be presented to the Council for its approval in the near future.

The Council approves the appointment of persons designated by the County to serve as election workers. Such proposed presiding judges and alternate judges shall meet the eligibility requirements of Chapter 32, Subchapter C of the Texas Election Code. The rate of pay for judges and clerks of the Election shall be determined according to the election services agreement. Compensable hours shall be determined in accordance with the provisions of the Texas Election Code, as amended (the "Election Code") and other applicable laws.

The Council approves the appointment of persons designated by the County to serve on the Early Voting Ballot Board, the Central Counting Station, and as deputy early voting clerks.

Section 4. Propositions. At the Election there shall be submitted to the resident, qualified electors of the City the following propositions (the "Propositions"):

Proposition No. 1

"SHALL the City Council of the City of Leander, Texas, be authorized to issue bonds of said City in an amount not to exceed \$22,800,000 for the purpose of paying contractual obligations to be incurred for street improvements, for Metro Drive Extension, Raider Way & East Woodview Drive, North Brushy Street (Streetscape Project), East Street Roadway Project, San Gabriel Parkway Extension Project, and

W. South Street at South West Street intersection improvements, such improvements include the acquisition of rights-of-way, the relocation of utility lines, drainage, curbs, gutters, landscaping and sidewalks; such bonds to mature serially or otherwise over a period not to exceed THIRTY (30) years from their date, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (fixed, floating, variable or otherwise and not exceed the maximum rate prescribed by law) as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and whether ad valorem taxes shall be levied upon all taxable property in the City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity?”

Proposition No. 2

“SHALL the City Council of the City of Leander, Texas, be authorized to issue bonds of said City in an amount not to exceed \$26,650,000 for the purpose of paying contractual obligations to be incurred in the acquisition of property and development of city parks and the improvement of existing city parks; such bonds to mature serially or otherwise over a period not to exceed THIRTY (30) years from their date, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (fixed, floating, variable or otherwise and not exceed the maximum rate prescribed by law) as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and whether ad valorem taxes shall be levied upon all taxable property in the City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity?”

Proposition No. 3

“SHALL the City Council of the City of Leander, Texas, be authorized to issue bonds of said City in an amount not to exceed \$18,000,000 for the purpose of paying contractual obligations to be incurred for constructing and equipping a recreation center and the acquisition of a site therefor; such bonds to mature serially or otherwise over a period not to exceed THIRTY (30) years from their date, to be issued and sold in one or more series at any price or prices and to bear interest at any rate or rates (fixed, floating, variable or otherwise and not exceed the maximum rate prescribed by law) as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and whether ad valorem taxes shall be levied upon all taxable property in the City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity?”

Proposition No. 4

“SHALL the City Council of the City of Leander, Texas, be authorized to issue bonds of said City in an amount not to exceed \$4,185,000 for the purpose of paying contractual obligations to be incurred for constructing and equipping a senior center and the acquisition of a site therefor; such bonds to mature serially or otherwise over a period not to exceed THIRTY (30) years from their date, to be issued and sold in

one or more series at any price or prices and to bear interest at any rate or rates (fixed, floating, variable or otherwise and not exceed the maximum rate prescribed by law) as shall be determined within the discretion of the City Council at the time of issuance or sale of the bonds; and whether ad valorem taxes shall be levied upon all taxable property in the City sufficient to pay the annual interest and provide a sinking fund to pay the bonds at maturity?"

Section 5. Ballots. The ballots shall be suitable for use with an electronic voting system, and shall otherwise conform to the requirements of the Texas Election Code as to permit the electors to vote "FOR" or "AGAINST" the aforesaid measures which shall appear on the ballot substantially as follows:

OFFICIAL BALLOT

PROPOSITION NO. 1

FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$22,800,000 FOR STREET IMPROVEMENTS FOR METRO DRIVE EXTENSION, RAIDER WAY & EAST WOODVIEW DRIVE, NORTH BRUSHY STREET (STREETSCAPE PROJECT), EAST STREET ROADWAY PROJECT, SAN GABRIEL PARKWAY EXTENSION, AND W. SOUTH STREET AT SOUTH WEST STREET INTERSECTION IMPROVEMENTS; AND THE LEVY OF A TAX IN PAYMENT THEREOF.

AGAINST

PROPOSITION NO. 2

FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$26,650,000 FOR CITY PARK PROJECTS; AND THE LEVY OF A TAX IN PAYMENT THEREOF.

AGAINST

PROPOSITION NO. 3

FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$18,000,000 FOR A RECREATION CENTER AND THE ACQUISITION OF A SITE THEREFOR; AND THE LEVY OF A TAX IN PAYMENT THEREOF.

AGAINST

PROPOSITION NO. 4

[] FOR

THE ISSUANCE OF GENERAL OBLIGATION BONDS IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$4,185,000 FOR A SENIOR CENTER AND THE ACQUISITION OF A SITE THEREFOR; AND THE LEVY OF A TAX IN PAYMENT THEREOF.

[] AGAINST

Section 6. Early Voting. The City appoints Christopher J. Davis, Williamson County Elections Administrator, as the Early Voting Clerk for the Election. Any requests for ballots received at the City Office shall be forwarded to the Early Voting Clerk.

Early Voting by Mail

Ballot applications shall be addressed to the Early Voting Clerk at the following address:

Early Voting Clerk
PO Box 209
Georgetown, TX 78627

For the use of those voters who are entitled by law to vote early by mail, the Joint Early Voting Clerk shall provide each voter with a ballot with instructions to mark the ballot indicating his or her vote “FOR” or “AGAINST” each respective Proposition on the same ballots utilized for early voting by personal appearance at the Election.

The period to apply for a ballot by mail is January 1, 2016, through April 26, 2016. The application must be received by the Early Voting Clerk by April 26, 2016 (mere postmarking by the deadline is insufficient).

Early Voting by Personal Appearance

Early voting by personal appearance shall be conducted at early voting polling places on dates and times which shall be designated by the Council at a subsequent meeting in the near future.

Additional Temporary Branch Early Voting Polling Places

The Temporary Branch Early Voting Polling Places and the dates and times for voting by personal appearance at the Temporary Branch Early Voting Polling Places shall be designated by the Council at a subsequent meeting prior to the Election.

Section 7. Delivery of Voted Ballots; Counting; Tabulation; Canvassing of Returns; Declaring Results. In accordance with the requirements of the Election Code, the election officers shall make and deliver a written return of the Election. The Council shall canvass the returns and declare the results of the Election.

Section 8. Custodian of Records. To the extent not otherwise provided for in the election services agreement, or in any joint election agreement(s), Ms. Debbie Haile, the City Secretary, is the custodian of records (“Custodian”) and will perform duties related to the conduct and maintenance of records of the Election as required under the Texas Election Code during the period beginning the third (3rd) day after the approval of this Ordinance, and ending not earlier than the fortieth (40th) day after the day of the Election. In particular, the Custodian shall accept and maintain records regarding campaign expenditures that may be filed with the City.

The Custodian shall maintain an office open for election duties for at least three hours each day, during regular office hours, on regular business days during the period designated in this section. The Custodian shall post notice of the location and hours of office as required by the Texas Election Code. The Custodian shall maintain in office the documents, records and other items relating to the Election and shall be the person designated to receive documents on behalf of the City that are required by the Texas Election Code.

Section 9. Election information to be provided in Spanish. The City Secretary and all other election officers appointed by the Council responsible for the preparation of notices, instructions, ordinances, resolutions, ballots and other written material pertaining to the election shall cause each such document to be translated into and furnished to voters in both the English language and the Spanish language in order to aid and assist voters speaking Spanish as a primary or an alternative language to properly participate in the election process. In addition, the City Secretary and other responsible election officers are hereby authorized and directed to make available to the voters having the need of an individual capable of acting as a translator and speaking both English and Spanish languages who will assist Spanish speaking voters in understanding and participating in the election process.

Section 10. Notice of Election Publication and Posting Requirements.

Publication of Notice of Election

Notice of the Election, containing a substantial copy of this Ordinance, shall be published on the same day in each of two successive weeks in a newspaper of general circulation in said City, the first of said publications to appear in said newspaper not more than thirty (30) days and not less than fourteen (14) full days prior to the day of the Election.

Posting of Notice of Election

Notice of the Election, containing a substantial copy of this Ordinance, in both the English and Spanish languages, shall also be posted (i) on the bulletin board used by the Council to post notices of the Council’s meetings, (ii) at three (3) other public places within the City, and (iii) on the City’s Internet website no later than the twenty-first (21st) day before the Election.

A copy of this Ordinance, in both the English and Spanish languages, shall also be posted in a prominent location at each polling place on Election Day and at each Early Voting Polling Place during early voting by personal appearance.

Section 11. Debt Service and Tax Rate Information of the City. The following information is provided in accordance with the provisions of Section 3.009(b), Texas Election Code.

- (a) The Proposition language that will appear on the ballot is set forth in Section 5 hereof.
- (b) The purpose for which the bonds are to be authorized is set forth in Sections 4 and 5 hereof.
- (c) The principal amount of the debt obligations to be authorized is \$71,635,000.
- (d) Taxes sufficient to pay the annual principal of and interest on the general obligation bonds may be imposed.
- (e) The City intends to issue the bonds authorized by the Proposition(s) over a period of years in a manner and in accordance with a schedule to be determined by the Council based upon a number of factors, including, but not limited to, the then current needs of the City, demographic changes, prevailing market conditions, assessed valuations in the City and management of the City's short-term and long-term interest rate exposure. Market conditions, demographics and assessed valuations vary based upon a number of factors beyond the City's control, and therefore, the City cannot and does not guarantee a particular interest rate or tax rate associated with the bonds authorized by the Proposition(s). As such, the information contained in this paragraph is provided solely for illustrative purposes and does not establish any limitations or restrictions or create a contract with the voters. The City currently estimates that, if the Proposition(s) were approved and the bonds proposed herein were authorized and issued in accordance with the City's current estimated project plan of finance, the maximum interest rate of the bonds is not expected to exceed 5%.
- (f) If the bonds are approved, they may be issued in one or more series, to mature serially, over a period not to exceed thirty (30) years from the date of issuance of each series of bonds.
- (g) The city, as of its fiscal year beginning October 1, 2015, had outstanding an aggregate ad valorem tax-supported principal amount of debt equal to \$117,712,854.
- (h) The aggregate amount of the interest owed on such City debt obligations, through respective maturity, totaled \$45,411,987.
- (i) The City levied an ad valorem debt service tax rate for its outstanding debt obligations of \$0.2293 per \$100 of taxable assessed valuation.
- (j) Of the aforementioned City debt, the City considers \$50,426,000 and \$20,659,140 of that principal and interest, respectively, to be self-supporting debt payable from sources other than ad valorem taxes.

If a majority of the resident, qualified electors of the City voting at the Election, including those voting early, shall vote in favor of a Proposition(s), then the issuance and sale of the bonds shall be authorized in the maximum respective amount contained therein, and the general obligation bonds shall be issued and sold at the price or prices and in such denominations determined by the Council to be in the City's best interests.

Section 12. Necessary Actions. The Mayor and the City Secretary of the City, in consultation with the City's Attorney and bond counsel, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code and the Federal Voting Rights Act in carrying out and conducting the Election, whether or not expressly authorized herein, including making changes or additions to polling places or procedures to the extent required or desirable or as may become necessary due to circumstances arising after the date of this Ordinance.

Section 13. Preamble Incorporation. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

Section 14. Inconsistent Provisions. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters found herein.

Section 15. Governing Law. This Ordinance shall be construed and enforced in accordance with the Charter, Ordinances and Resolutions of the City of Leander, Texas, the laws of the State of Texas and the United States of America.

Section 16. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Council hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 17. Notice of Meeting. The Council officially finds, determines, recites and declares that written notice of the date, hour, place and subject of the meeting at which this Ordinance is adopted was posted on a bulletin board located at a place convenient to the public at the City's administrative offices for at least seventy-two (72) hours preceding the scheduled time of the meeting; that a telephonic or telegraphic notice of such meeting was given to all news media who have consented to pay any and all expenses incurred by the City in connection with providing such notice, both as required by the Open Meetings Law, Chapter 551, Texas Government Code, as amended; and that such meeting was open to the public as required by law at all times during which this Ordinance and the subject matter thereof was discussed, considered and formally acted upon.

Section 18. Authorization to Execute. The Mayor is authorized to execute and the City Secretary is authorized to attest this Ordinance on behalf of the Council; and the Mayor is

authorized to do all other things legal and necessary in connection with the holding and consummation of the Election.

Section 19. **Effective Date.** This Ordinance is effective immediately upon its passage and approval.

[Remainder of this page is intentionally left blank.]

DRAFT February 10, 2016

PASSED AND APPROVED on the __ day of February, 2016.

Mayor
City of Leander, Texas

ATTEST:

City Secretary
City of Leander, Texas

[CITY SEAL]

[SIGNATURE PAGE]

DRAFT February 10, 2016

EXHIBIT A

Contract for Election Services and Joint Election Agreement

Bond Task Force Project Ranking

Project Name	Substantial / Non-Substantial	Parks / Transportation	Total Estimated Cost	Rolling Total	Average Points	Total Points
Metro Drive Extension	S	Trans	\$ 6,103,557.00	\$ 6,103,557	2.13	17
Roadway improvements for Raider Way & East Woodview Dr.	S	Trans	\$ 7,864,195.00	\$ 13,967,752	2.38	19
Lakewood Community Park	S	Parks	\$ 6,875,000.00	\$ 20,842,752	2.63	21
Senior Center	S	Parks	\$ 4,185,400.00	\$ 25,028,152	2.19	17.5
N Brushy Street Streetscape	NS	Trans	\$ 1,000,000.00	\$ 26,028,152	2.63	21
Parkland Acquisition	S	Parks	\$ 2,500,000.00	\$ 28,528,152	2.94	23.5
East Street Roadway Project	S	Trans	\$ 2,630,617.00	\$ 31,158,769	2.75	22
San Gabriel Parkway Ext. - 2 lanes (phase 1)	S	Trans	\$ 4,164,935.00	\$ 35,323,704	2.13	17
Bledsoe Park Synthetic Turf Fields	S	Parks	\$ 1,901,000.00	\$ 37,224,704	2.43	17
Intersection Improvements for W. South St at S. West St.	NS	Trans	\$ 704,940.00	\$ 37,929,644	2.25	18
Veterans Park	S	Parks	\$ 1,465,000.00	\$ 39,394,644	2.43	17
Benbrook Ranch Park Baseball Field	NS	Parks	\$ 400,000.00	\$ 39,794,644	2.75	22
Brushy Creek Trail - Hero Way Spur	NS	Parks	\$ 432,000.00	\$ 40,226,644	3.00	24
E Crystal Falls Pkwy Median Landscaping	NS	Parks	\$ 610,000.00	\$ 40,836,644	2.88	23
Mason Creek Trail	NS	Parks	\$ 567,000.00	\$ 41,403,644	3.50	28
S San Gabriel River TRAIL	S	Parks	\$ 1,524,000.00	\$ 42,927,644	2.88	23
S San Gabriel River PARK	S	Parks	\$ 10,000,000.00	\$ 52,927,644	3.25	26
Recreation Center	S	Parks	\$ 18,000,000.00	\$ 70,927,644	3.17	19



February 18, 2016

Council Agenda Subject: Consideration of Interlocal Agreement Between the City of Georgetown, Texas, and the City of Leander, Texas, for Financial Participation in a Flood Protection Planning Study of the North and South Forks of the San Gabriel River

Background: The City of Georgetown has obtained a grant from the Texas Water Development Board of \$332,500.00 to perform hydrologic and hydraulic analyses, floodplain modelling, and flood protection planning study for the San Gabriel River system. The total cost of this work is \$685,000.00. The City of Leander's pro-rated share for the areas within Leander's city limits and extra-territorial jurisdiction is \$40,000.00. The Study Area Map is attached.

Origination: Wayne S. Watts, P.E., CFM, City Engineer

Financial Consideration: \$40,000.00 from GL# 01-22-5600 (this is a budgeted item)

Recommendation: Staff recommends approval of the Interlocal Agreement Between the City of Georgetown, Texas, and the City of Lender, Texas, for Financial Participation in a Flood Protection Planning Study of the North and South Forks of the San Gabriel River

Attachments: Interlocal Agreement Between the City of Georgetown, Texas, and the City of Lender, Texas, for Financial Participation in a Flood Protection Planning Study of the North and South Forks of the San Gabriel River and Study Area Map

Prepared by: Wayne S. Watts, P.E., CFM, City Engineer

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF GEORGETOWN, TEXAS AND THE CITY OF LEANDER, TEXAS
FOR FINANCIAL PARTICIPATION IN A FLOOD PROTECTION PLANNING STUDY
OF THE NORTH AND SOUTH FORKS OF THE SAN GABRIEL RIVER**

THIS INTERLOCAL AGREEMENT for financial participation in a flood protection planning study of the north and south forks of the San Gabriel River (“Agreement”) is entered into between the City of Georgetown, a Texas home-rule municipality (“Georgetown”) and the City of Leander, Texas, a _____ (“Leander”). In this Agreement, Georgetown and Leander are sometimes individually referred to as “Party” and collectively referred to as “the Parties.”

WHEREAS, the TWDB offers grants to political subdivisions of the State of Texas for the evaluation of structural and non-structural solutions to flooding problems with consideration of flood protection need of the entire watershed(s); and

WHEREAS, the City of Georgetown, a political subdivision of the State of Texas, has the authority to apply for a grant, enter into a contract, and participate in a study with the TWDB for this planning grant program; and

WHEREAS, in November 2014, the TWDB published a request for applications for flood protection planning, pursuant to 31 Texas Administrative Code (TAC) §355.3; and

WHEREAS, in 2015, Georgetown applied for a TWDB flood protection planning grant to study the north and south forks of the San Gabriel River and the watersheds located within and outside the City of Georgetown (the “Study”) pursuant to City Council Resolution 012715-E; and

WHEREAS, Georgetown was awarded a TWDB grant and on September 22, 2015, the Georgetown City Council authorized and approved a Flood Protection Planning Contract with the TWDB (the “TWDB Contract”); and

WHEREAS, Georgetown and TWDB executed the TWDB Contract, a copy of which is attached as Exhibit A and incorporated herein by reference; and

WHEREAS, on September 22, 2015, the Georgetown City Council authorized and approved a Task Order CPE-15-002 for professional engineering services with Chan & Partners, LLC, a copy of which is attached as Exhibit B and incorporated herein by reference, to complete the Study in accordance with the TWDB Contract; and

WHEREAS, the planned study area includes watersheds in Williamson County and Burnet County; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791 (the “Act”) provides that local governments may contract with each other for the performance of governmental functions or services, including planning and drainage, for the mutual benefit and in the mutual interest of the Parties.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Georgetown and Leander agree as follows:

I. DUTIES AND OBLIGATIONS OF THE PARTIES

1.01 Completion of the Study. Georgetown shall be responsible for completion of the Study in accordance with the TWDB Contract at Georgetown’s cost. Georgetown shall be entitled to receive all grant funds received from the TWDB for the Study.

1.02 Participation in Costs. Leander agrees to participate in the cost of the Study and agrees to reimburse Georgetown the amount of \$40,000.00. The reimbursement amount is proportionate to the share of the basin area included in the Study.

1.03 Cooperation in Study. Leander agrees to provide information to Georgetown, as requested, and to otherwise cooperate with Georgetown, as necessary, for completion of the Study.

1.04 Invoice and Payment. Georgetown shall provide an invoice to Leander in the amount of \$40,000.00 upon receipt of the complete Study. Leander shall pay the amount of the invoice within thirty (30) days of receipt from Georgetown.

1.05 Copy of Study. Georgetown agrees to provide a copy of the completed Study to Leander on receipt of payment of the invoice in full.

1.06 Term. This Agreement shall commence upon execution of this Agreement and shall end at such time as this Agreement is fully performed by the Parties.

II. GENERAL PROVISIONS

2.01 Authority. This Agreement is entered, in part, pursuant to the authority of the Act. The provisions of the Act are incorporated in this Agreement and this Agreement shall be interpreted in accordance with the Act.

2.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been included.

2.03 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

2.04 Entire Agreement. This Agreement constitutes the entire agreement of the Parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter of this Agreement. No promise, statement or representation that is not expressly stated in this Agreement has been made by any Party to induce execution of this Agreement.

2.05 Amendments. Any amendment of this Agreement shall be in writing and will be effective if signed by the authorized representative of each Party.

2.06 Waiver. Lack of enforcement of any right under this Agreement by either Party shall not constitute a waiver of that right or any other in the future.

2.07 Independent Relationship. Each Party, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purpose.

2.08 No Liability or Warranty of Services. LEANDER AGREES AND ACKNOWLEDGES THAT GEORGETOWN DOES NOT ASSUME ANY LIABILITY FOR, OR WARRANT, THE STUDY. LEANDER AGREES AND ACKNOWLEDGES THAT GEORGETOWN SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT LEANDER MAY HAVE NOW OR IN THE FUTURE, OR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY LEANDER, OR ANYONE HAVING A CLAIM BY, THROUGH OR UNDER LEANDER, RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE STUDY.

2.09 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either Party. Neither Party waives, modifies, or alters the defense of governmental immunity.

2.10 No Third Party Beneficiaries. This Agreement is entered into for the sole and exclusive benefit of the Parties. Nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring any rights, benefits, remedies, or claims upon any other person or entity.

2.11 No Assignment. This Agreement may not be assigned in whole or in part by either Party.

2.12 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

2.13 Notices. Notices given under this Agreement will be effective if forwarded to a Party by hand-delivery, transmitted to a Party by confirmed email or deposited with the U.S. Postal Service, certified mail, postage prepaid, to the address of the Party indicated below:

GEORGETOWN:

P.O. Box 409, Georgetown, Texas 78627
300-1 Industrial Ave, Georgetown, Texas 78626
Attn: Wesley Wright, P.E., Systems Engineering Director
Telephone: (512) 931-7672
Email: Wesley.Wright@georgetown.org

LEANDER:

P.O. Box 319, Leander, Texas 78646
Attn: Wayne S. Watts, P.E. CFM
Telephone: (512) 528-2760
Email: w.watts@leandertx.gov

Either Party may designate another person or other address for notice by written notice to the other Party.

2.14 Exhibits. The following Exhibits are attached to this Agreement and incorporated by reference:

- Exhibit A - TWDB Contract
- Exhibit B - Chan Task Order

2.15 Counterparts; Effect of Partial Execution. This Agreement may be executed in counterparts each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

2.16 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

2.17 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

[signature pages follow]

CITY OF GEORGETOWN, TEXAS

By: _____
Dale Ross, Mayor

ATTEST:

By: _____
Shelley Nowling, City Secretary

APPROVED AS TO FORM:

By: _____
_____, City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2015, by Dale Ross as Mayor of the City of Georgetown, a Texas home-rule city, on behalf of the City.

Notary Public, State of Texas

CITY OF LEANDER, TEXAS

By: _____

ATTEST:

By: _____

APPROVED AS TO FORM:

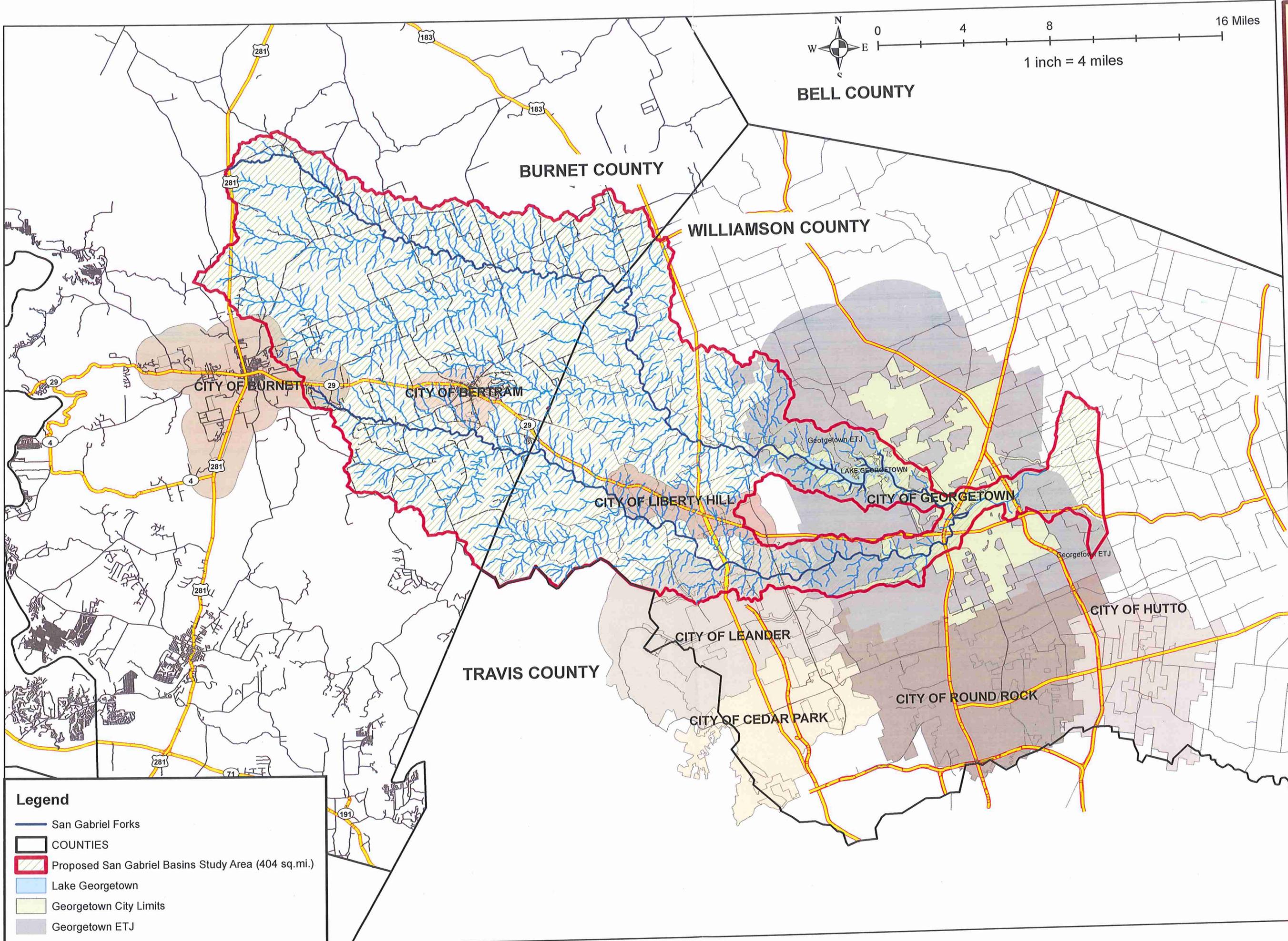
By: _____
_____, City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2015, by _____, _____ of on behalf of the City of Leander, Texas.

Notary Public, State of Texas

N:\RFQ\RC&A Prime\08-City of Georgetown\TWDB Flood Protection Grant\Arcview\San Gabriel Drainage Planning Areas.mxd



Legend

- San Gabriel Forks
- COUNTIES
- Proposed San Gabriel Basins Study Area (404 sq.mi.)
- Lake Georgetown
- Georgetown City Limits
- Georgetown ETJ

0 4 8 16 Miles
1 inch = 4 miles



Chan & Partners Engineering, LLC
4319 James Casey #300
Austin, Texas 78745
(512) 480-8155
www.chanpartners.com
TBPE #F-13013

PROPOSED STUDY AREA MAP



Executive Summary

February 18, 2016

Council Agenda Subject: Water Supply Update

Background: Combined Water Storage in both Lakes Travis and Buchanan remains nearly steady at 1,791,964 Acre-feet as of February 1, 2016 (89% Full). Combined Storage on December 31, 2015 was 1,756,039 Acre-feet. The Combined Storage on February 2, 2015 was 710,665 Acre-feet. The attached Table and Graph compare recent water use in January 2016 to January 2015.

Origination: Patrick A. Womack, P.E. Public Works Director

Financial Consideration: None

Recommendation: None

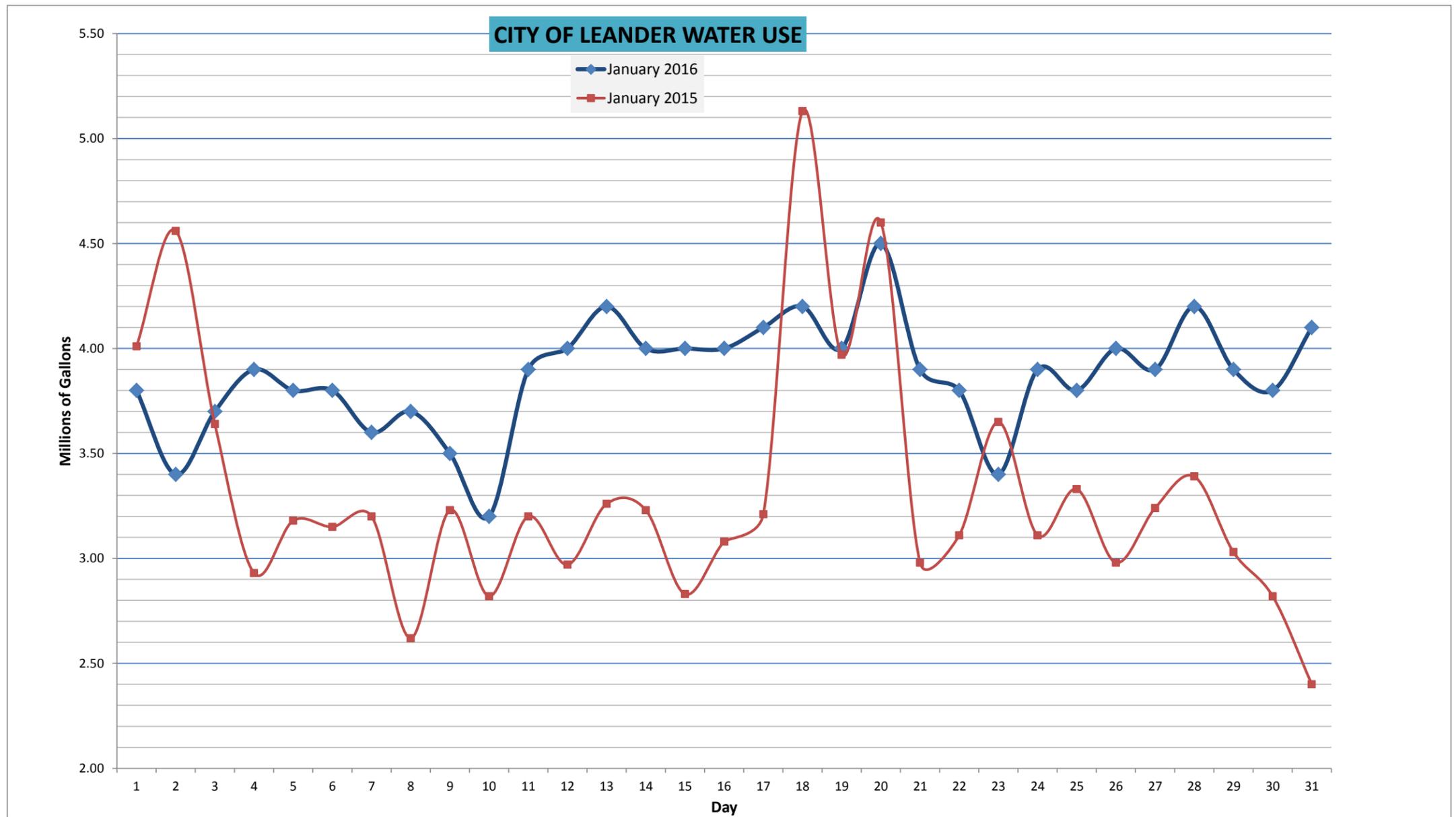
Attachments: City of Leander Water Use Table & Graph

Prepared by: Patrick A. Womack, P.E. Public Works Director

City of Leander Water Use (MG)

Day	2015 December	2016 January	2015 January
1	3.61	3.80	4.01
2	3.71	3.40	4.56
3	3.81	3.70	3.64
4	3.51	3.90	2.93
5	3.61	3.80	3.18
6	3.91	3.80	3.15
7	4.01	3.60	3.20
8	4.21	3.70	2.62
9	4.41	3.50	3.23
10	4.11	3.20	2.82
11	3.61	3.90	3.20
12	3.31	4.00	2.97
13	2.91	4.20	3.26
14	3.41	4.00	3.23
15	4.11	4.00	2.83
16	4.01	4.00	3.08
17	3.91	4.10	3.21
18	2.91	4.20	5.13
19	3.51	4.00	3.97
20	3.47	4.50	4.60
21	3.89	3.90	2.98
22	4.11	3.80	3.11
23	4.81	3.40	3.65
24	4.11	3.90	3.11
25	3.81	3.80	3.33
26	4.31	4.00	2.98
27	3.00	3.90	3.24
28	3.90	4.20	3.39
29	3.70	3.90	3.03
30	3.90	3.80	2.82
31	3.80	4.10	2.40

(MG)	2015 December	2016 January	2015 January
Total	117.4	120.0	102.9
Average	3.79	3.85	3.40
Peak Day	4.81	4.50	5.13
Min. Day	2.91	3.20	2.40

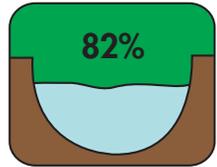
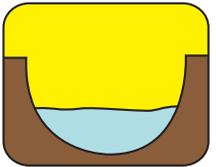
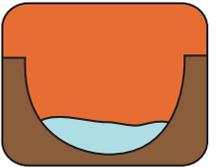
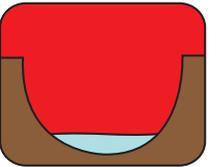


Historical Water Use									
Year	2008	2009	2010	2011	2012	2013	2014	2015	2016
Month/Day	8/8	8/3	8/7	8/13	8/9	5/7	9/10	8/12	
Peak Day (MG)	9.18	7.79	6.75	7.44	8.38	8.86	9.10	11.90	
Annual (MG)	1,359	1,171	1,160	1,535	1,380	1,404	1,512	1,719	

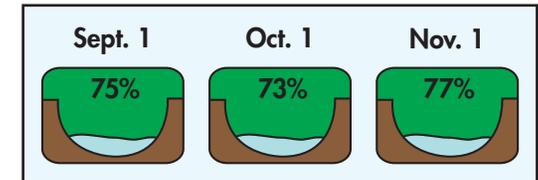
Water Supply Status

Dec. 1, 2015

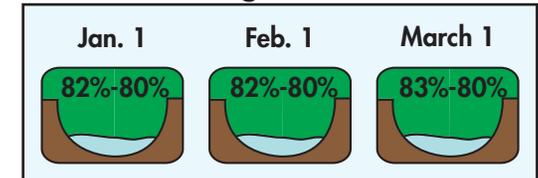
Lakes Travis and Buchanan Current Storage: 1,639,731 acre-feet

	We Are Here			
				
Water Supply	Good 2-1.7 million a-f (>85%)	Fair <1.7-1.4 million a-f (85%-70%)	Cautious <1.4 million- 900,000 a-f (70%-45%)	Severe <900,000- 600,000 a-f (45%-30%)
Impacts	None	<ul style="list-style-type: none"> Begin environmental reductions** 	<ul style="list-style-type: none"> Request voluntary firm demand reductions Reduce agricultural supply** 	<ul style="list-style-type: none"> Increase reductions for agriculture* Increase voluntary firm demand reductions Increase reductions for environmental**
Actions	<ul style="list-style-type: none"> Jan. 1, 2011, reduced supply for environmental flows when storage was 1.55 million a-f 	<ul style="list-style-type: none"> May 2, 2011, requested voluntary firm demand reductions, when storage was less than 1.4 million a-f April 18, 2012, requested continuation of mandatory firm demand reductions until storage exceeds 1.1 million a-f 	<ul style="list-style-type: none"> Aug. 23, 2011, requested firm water customers implement mandatory water use restrictions Jan. 1, 2012, further reduced supply for environmental flows when storage was 0.74 million a-f March 1, 2012, reduced supply for agriculture when storage was 847,324 a-f March 1, 2013, reduced supply for agriculture when storage was 822,782 a-f March 1, 2014, reduced supply for agriculture when storage was 761,270 a-f March 1, 2015, reduced supply for agriculture when storage was 717,053 a-f 	
Forecast	<ul style="list-style-type: none"> Storage could fall below 600,000 a-f by mid-2017 if very dry conditions persist 			

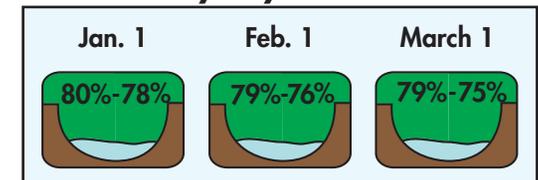
Last Three Months



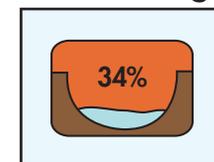
Average Outlook



Very Dry Outlook



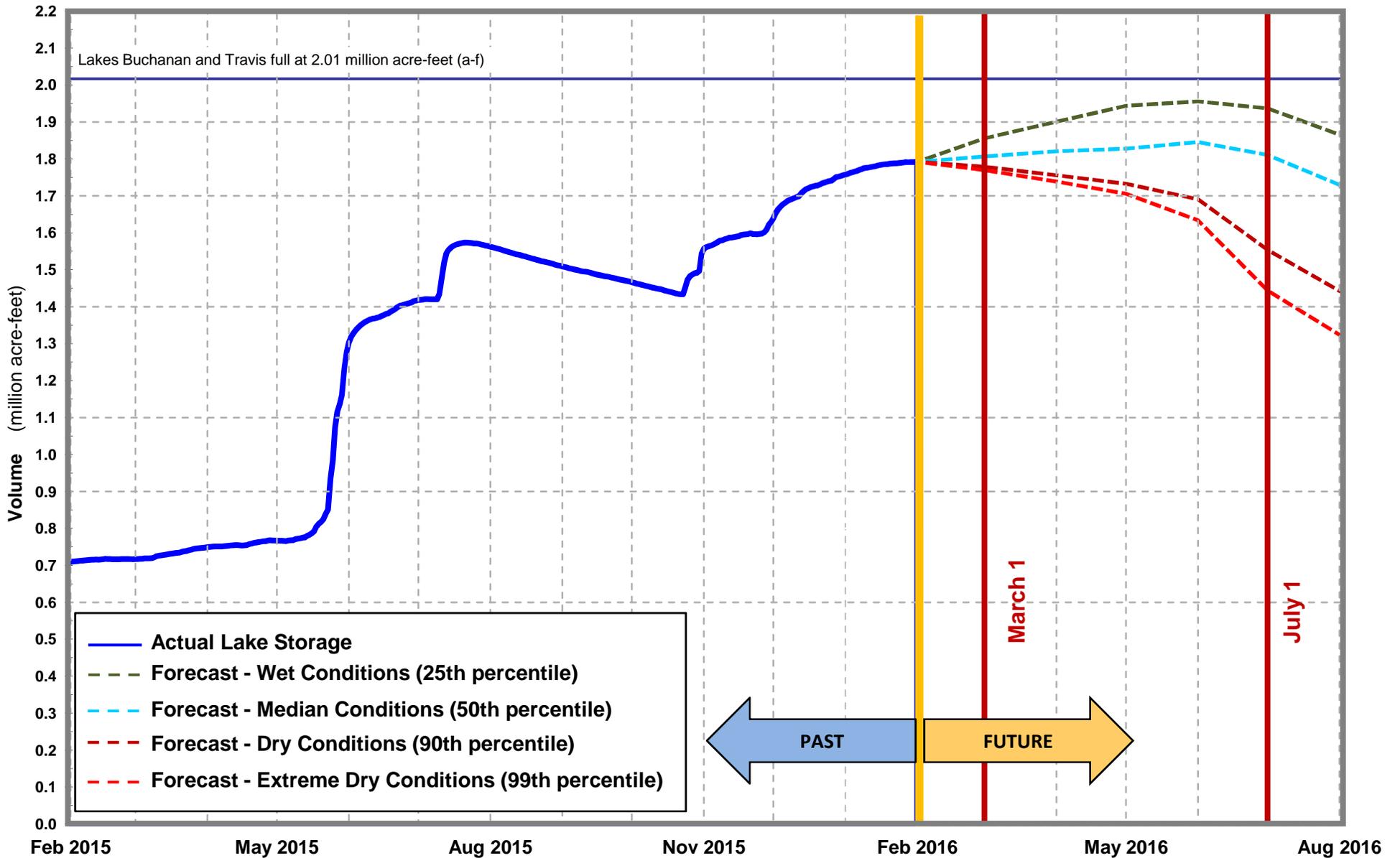
One Year Ago



* Based on March 1 storage in lakes
** Based on Jan. 1 storage in lakes

Note: One acre-foot (a-f) equals 325,851 gallons.

Lakes Buchanan and Travis Total Combined Storage Projections *



Note: One acre-foot equals 325,851 gallons.

Date: February 1, 2016

* Based on results from the draft stochastic model under development to reflect provisions of the recently approved Water Management Plan.